

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
MAY 6, 2013  
6:30 P.M.**

**I. Call to Order/ (Closed Session) 6:00 P.M.**

**I. Call to Order/ (Regular Session) 6:30 P.M.**

**II. Invocation/Pledge of Allegiance**

**III. Adjustments/Approval of Agenda**

**IV. Public Comments**

**V. Approval of Consent Agenda**

**A. Minutes**

1. **April 10, 2013 Agenda Meeting Minutes** ..... pg. 11
2. **February 28, 2013 Budget Retreat Minutes** ..... pg. 12-16

**B. Tax**

**C. Finance** ..... pg. 17-27

**Dissolution of Brunswick County Hospital Authority and Associated Agency Fund**

Attached is a resolution to dissolve the Brunswick County Hospital Authority. The resolution was provided by email from Mr. William Leuschner, a former authority board member. The resolution was passed by the authority at their 11/14/2012 meeting. The County Attorney advised that the authority may not be dissolved. The Finance Officer recommends that the Brunswick County Board of Commissioners resolve to dissolve the Brunswick County Hospital Authority and the associated Agency Fund. The fund balance of \$455,870.06 is to be transferred to the General Fund to establish a restricted fund balance in the General Fund. The restricted funds will be set aside for future appropriations by the Board of Commissioners in accordance with the attached letter sent to the authority from County Manager Marty Lawing.

**General Fund –Cooperative Extension**

**Revenues:**

Other Fees	104950-383958	\$1,235
Fees – Cooperative Extension	104950-335019	\$2,250

**Expenditures:**

Subscriptions	104950-449200	\$150
Postage	104950-432500	\$1,085
Contracted Services	104950-439900	\$2,250

The Brunswick County Cooperative Extension Department requested appropriation of fee revenues for use in the Cooperative Extension Department Budget for subscriptions, postage, and contracted services in a total amount of \$3,485.

### **General Fund – JCPC Administration**

#### **Revenues:**

Fund Balance Appropriated	100000-399100	\$36
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#### **Expenditures:**

Grant Subsidy	105833-465500	\$36
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The Brunswick County JCPC Board received a grant to convene a community forum in FY2012. There was a balance of \$36 of grant funds which was not requested for appropriation in the current fiscal year. The JCPC Board requests appropriation of the \$36 for snacks for a community forum event in FY13.

### **Water Fund - Water Distribution**

#### **Revenues:**

Educational Program Fees	617140-335032	\$1,410
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#### **Expenditures:**

Training Expenses	617140-439500	\$1,410
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The Water Department requests the budget amendment above to appropriate educational program fee revenue for the associated training expenditures.

### **DSS Fund**

#### **Revenues:**

Progress Energy – Energy Neighbor	145310-332069	\$7,679
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#### **Expenditures:**

Progress Energy – Energy Neighbor	145310-449905	\$7,679
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The Department of Social Services requests the budget amendment above to appropriate additional Progress Energy – Energy Neighbor funds received from the State for use in the Progress Energy Assistance Program.

### **Grant Fund-2012 Housing Preservation Grant**

#### **Revenues:**

Federal Revenues	238191-331000	\$89,148
Transfer from General Fund	238191-398110	\$45,000

#### **Expenditures:**

Construction	238191-464002	\$134,148
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**General Fund**

**Expenditures:**

Housing Preservation Grant Match	104907-465505	\$(45,000)
Transfer to Grant Fund	109800-498023	\$45,000

The budget amendment above is to appropriate federal revenue for the 2012 Housing Preservation Grant and to transfer the associated local county match into the grant budget for grant program expenditures.

**County of Brunswick, North Carolina  
Brunswick County Grant Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Grant Fund:

**2012 Housing Preservation Grant:**

**Revenues:**

Federal Revenues	\$89,148
Transfer from General Fund	<u>\$45,000</u>
<b>Total 2012 Housing Preservation Grant Revenues</b>	<b>\$134,148</b>

**Expenditures:**

Construction	<u>\$134,148</u>
<b>Total 2012 Housing Preservation Grant Expenditures</b>	<b>\$134,148</b>

Section 2. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contributions to the Grant Fund	<b>\$45,000</b>
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Section 3. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	<b>\$45,000</b>
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the May 06, 2013 meeting of the Brunswick County Board of Commissioners.

**Health Fund – Healthy Carolinians Program**

**Revenues:**

State Revenues Restricted	135128-332000	\$5,966
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**Expenditures:**

Special Projects	135128-423100	\$5,966
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The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Eat Smart, Move More Community Grants Program. This is a pass thru grant for the Town of Navassa to install play structures and equipment at their local park.

#### **Health Fund – Medicaid Nutrition Program**

##### **Revenues:**

Title XIX Funds	135155-332009	\$500
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##### **Expenditures:**

Supplies & Materials	135155-426000	\$100
Travel – Mileage	135155-431100	\$250
Dues	135155-449100	\$150

The Health Department requests the budget amendment above to appropriate additional federal revenues restricted to support the Medicaid nutrition program expenditures.

#### **Health Fund – Breast and Cervical Cancer Control Program**

##### **Revenues:**

Gifts & Memorials	135157-383303	\$9,098
State Revenues Restricted	135157-332000	\$1,228

##### **Expenditures:**

Special Projects	135157-423104	\$9,098
Contracted Services	135157-439900	\$1,228

The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Breast and Cervical Cancer Control Program. The Health Department also received donations in the amount of \$9,098 specifically for the BCCCP Program and wishes to budget in this fiscal year. These funds will be used to offer screenings to clients who do not fall within the stringent guidelines of BCCCP funding.

#### **Health Fund – Health Promotions Program**

##### **Revenues:**

State Revenues Restricted	135156-332000	\$12,480
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##### **Expenditures:**

Special Projects	135156-423104	\$12,480
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The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Health Promotions Program. The funds are intended to be



used to address the risk factors of physical inactivity, poor nutrition, tobacco use, violence and unintentional injury.

#### **Health Fund – Family Planning Program**

##### **Revenues:**

State Revenues Restricted	135164-332000	\$2,455
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##### **Expenditures:**

Medication	135164-423800	\$2,455
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The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Family Planning Program.

#### **Health Fund – Child Health Program**

##### **Revenues:**

Title XIX Management Funds	135162-332026	\$7,820
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##### **Expenditures:**

Special Program Material	135162-423100	\$7,820
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The Health Department requests the budget amendment above to appropriate additional Title XIX Management Fees restricted for reimbursing Carolina Access providers in the Child Health Program.

#### **Health Fund – Immunization Program**

##### **Revenues:**

Clinic Fees	135126-335006	\$10,000
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##### **Expenditures:**

Medication	135126-423800	\$10,000
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The Health Department requests the budget amendment above to appropriate additional Clinic Fees in the Immunization Program to replenish the supply of Gardasil vaccine. The increased demand may be due to the increased national advertising/educational efforts warning of the health risks associated with HPV.

#### **Health Fund – Child Lead Program**

##### **Revenues:**

State Revenues Restricted	135175-332000	\$(600)
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##### **Expenditures:**

Supplies & Materials	135175-426000	\$(100)
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Travel – Mileage	135175-431100	\$(50)
Travel – Subsistence	135175-431200	\$(300)
Travel – Registrations	135175-431500	\$(100)
Postage	135175-432500	\$(50)

The Health Department requests the budget amendment above to reduce the State Revenues Restricted for the Child Lead Program in the amount of \$600. This program was eliminated by the State.

#### **Grant Fund-Airport Grant 36237.45.14.1**

##### **Revenues:**

36237.45.14.1 Federal Revenues	438157-331038	\$153,296
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##### **Expenditures:**

36237.45.14.1 Expenditures	438157-449818	\$153,296
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The budget amendment above is to appropriate federal revenue for the grant number 36237.45.14.1 Airport Grant for the construction and project administration of a corporate hanger.

#### **County of Brunswick, North Carolina Brunswick County Grant Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Grant Fund:

#### **Airport Grant 36237.45.14.1**

##### **Revenues:**

36237.45.14.1 Federal Revenues	<u>\$153,296</u>
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<b>Total 36237.45.14.1 Grant Revenues</b>	<b>\$153,296</b>
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##### **Expenditures:**

36237.45.14.1 Expenditures	<u>\$153,296</u>
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<b>Total 36237.45.14.1 Grant Expenditures</b>	<b>\$153,296</b>
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Section 2. This Capital Project Ordinance shall be entered into the minutes of the May 06, 2013 meeting of the Brunswick County Board of Commissioners.

#### **Wastewater Fund - Collections**

##### **Revenues:**

Taps & Connections Revenue 627220-371402 \$150,000

Expenditures:

Tap-on Supplies 627220-459601 \$150,000

The budget amendment above is to appropriate additional revenue earned from grinder pump installations for the purchase of additional grinder pumps and supplies.

**D. Juvenile Crime Prevention Council – Proposed 2013-2014 Program Agreements ..... pg. 28-30**

Staff requests approval of the 2013-14 Program Agreements for the Juvenile Crime Prevention Council.

**E. Operation Services – Proposed Change Order Baker Roofing Company ..... pg. 31-33**

Staff requests approval of the deduct change order of \$31,320 with Baker Roofing Company.

**F. Operation Services – Proposed Mosquito Control Ron Taylor Project ..... pg. 34-36**

Staff requests approval of the Mosquito Control Ron Taylor Project as presented.

**G. Operation Services – Proposed Contract for Scrap Tire Management Services ..... pg. 37-49**

Staff requests approval of the contract with Carolina Holdings, LLC for Scrap Tire Management Services.

**H. Operation Services – Proposed Zion Hill Missionary Baptist Church Tipping Fee Exemption Request ..... pg. 50-52**

Staff requests approval of Tipping Fee Exemption for Zion Hill Missionary Baptist Church.

**I. Health & Human Services – Proposed Public Health Accreditation Operating Procedures Review ..... pg. 53-67**

Staff requests approval of the Public Health Accreditation Operating Procedures as presented.

**J. Sheriff's Office – Proposed Community Oriented Policing Services-Grant Application .. pg. 68-77**

Staff request approval for the Sheriff to submit the grant application.

**VI. Presentation**

1. May Mental Health Month Proclamation (Kate Murphy) ..... pg. 78
2. May National Preservation Month Proclamation (Leslie Bell) ..... pg. 79
3. Resolution In Honor of Wilber Earl Rabon (Commissioner Scott Phillips) ..... pg. 80
4. Howard Holly 2013 Outstanding Clerk of the Year Recipient (Chairman Norris)

**VII. Public Hearing**

1. Planning – Unified Development Ordinance Text Amendment UDO 13-02 Second Reading & Adoption (Leslie Bell) ..... pg. 81-85

Management recommends the Board of Commissioners accept the recommendation of the Planning Board. Approve Option 1 with a 15' maximum.

Planning Staff recommends approval.

Planning Board recommends approval. [6 to 0 with Eric Dunham and Cynthia Henry being absent].

2. Planning - Map Amendment Z-13-705 & Unified Development Ordinance Text Amendment UDO 13-03 (Leslie Bell) ..... pg. 86-102

Management recommends the Board of Commissioners adopt the Planning Board recommendation.

Planning Staff recommends approval.

Planning Board recommends approval [6 to 0 with Eric Dunham and Cynthia Henry being absent].

### **VIII. Administrative Report**

1. **Planning – Proposed Unified Development Ordinance Text Amendment UDO-13-04 First Reading & Set Public Hearing (Leslie Bell)** ..... pg. 103-106  
Staff recommends scheduling Public Hearing on UDO-13-04 for June 3, 2013 at 6:30 p.m.
2. **Planning – Proposed Unified Development Ordinance Text Amendment UDO-13-05 First Reading Set Public Hearing (Leslie Bell)** ..... pg. 107-110  
Staff recommends scheduling Public Hearing on UDO-13-05 for June 3, 2013 at 6:30 p.m.
3. **Planning – Proposed Zoning and Map Amendment Z-13-698 First Reading Set Public Hearing (Leslie Bell)** ..... pg. 111-123  
Staff recommends scheduling Public Hearing on Map Amendment Z-13-698 for June 3, 2013 at 6:30 p.m.
4. **Planning – Proposed Zoning and Map Amendment Z-13-699 First Reading Set Public Hearing (Leslie Bell)** ..... pg. 124-138  
Staff recommends scheduling Public Hearing on Map Amendment Z-13-699 for June 3, 2013 at 6:30 p.m.
5. **Planning – Proposed Zoning and Map Amendment Z-13-700 First Reading Set Public Hearing (Leslie Bell)** ..... pg. 139-152  
Staff recommends scheduling Public Hearing on Map Amendment Z-13-700 for June 3, 2013 at 6:30 p.m.
6. **Planning – Proposed Zoning and Map Amendment Z-13-701 First Reading Set Public Hearing (Leslie Bell)** ..... pg. 153-167  
Staff recommends scheduling Public Hearing on Map Amendment Z-13-701 for June 3, 2013 at 6:30 p.m.
7. **Planning – Proposed Zoning and Map Amendment Z-13-702 First Reading Set Public Hearing (Leslie Bell)** ..... pg. 168-182  
Staff recommends scheduling Public Hearing on Map Amendment Z-13-702 for June 3, 2013 at 6:30 p.m.
8. **Planning – Proposed Fee Deferral for Proposed Multi/Family Developments** ..... pg. 183-202
9. **Engineering – Proposed Water Main Design Services (Bill Pinnix)** ..... pg. 203-205  
Management recommends the Board of Commissioners authorize staff to request proposals for design of the FY-14 Enterprise Funded Water Main Projects.
10. **Engineering - Proposed Criser Tanner Troutman Contract (Bill Pinnix)**..... pg. 206-216  
Management recommends approval of the contract with Criser Tanner Troutman to design the FY-13 Enterprise Funded Water Main Projects.
11. **Utilities – Proposed Hazen & Sawyer Contract (Jerry Pierce)** ..... pg. 217-230

Management recommends that Board of Commissioners contract with Hazen and Sawyer for the preparation of Residential Effluent Reuse Feasibility Study.

**12. Utilities-Proposed Transfer of Construction Contract with Encore Construction to Garney Companies (Jerry Pierce) ..... pg. 231-235**

Management recommends Board of Commissioners approve assignment of Contract from Encore Construction Company LLC to Garney Companies, Inc.

**13. Finance-Recruitment of Tax Administrator/Collector (Ann Hardy) ..... pg. 236-243**

Management recommends Board of Commissioners authorize staff to begin recruitment of a Tax Administrator/Collector.

**14. Finance-GO Refunding Bonds Series 2013A & Taxable GO Refunding Bonds Series 2013B (Ann Hardy) ..... pg. 244-281**

Management recommends the Board of Commissioners ratify the budget amendment for the GO Bond Refunding.

**15. Administration-Proposed Food Service Agreement Trinity Services Group, Inc. (Steve Stone) ..... pg. 282-293**

Management recommends the Board of Commissioners approve the Food Services Agreement with Trinity Services Group, Inc.

**16. MIS – Proposed Countywide Microsoft Enterprise Software Agreement (Steve Randone) ..... pg. 294-295**

The Countywide Microsoft Enterprise Software Agreement is recommended to be approved.

**17. Finance – Shallow Inlet Dredging Contractor Cost Sharing (Ann Hardy) ..... pg. 296-300**

Management recommends approval of the appropriation and providing \$6,000 as a match for the state contract.

**18. Finance – Recruitment Process for County Manager (Ann Hardy) ..... pg. 301-303**

Management requests direction from the Board of Commissioners.

**IX. Board Appointments**

**1. Town of Calabash recommended ETJ Board of Adjustment Member ..... pg. 304**

**2. Board of Adjustment – Additional Alternate appointment ..... pg. 305**

**X. County Attorney's Report**

**XI. Other Business/Informal Discussion**

**XII. Adjournment**

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
AGENDA MEETING  
APRIL 10, 2013  
8:00 A.M.**

**The Brunswick County Board of Commissioners held an Agenda Meeting on the above date at 8:00 a.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**PRESENT:** Commissioner Phil Norris, Chairman  
Commissioner Pat Sykes  
Commissioner Frank Williams

**STAFF:** Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Huey Marshall, County Attorney  
Bryan Batton, Assistant County Attorney  
Debby Gore, Clerk to the Board  
Ann Hardy, Fiscal Operations Director

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 8:00- a.m.

Staff discussed proposed items for the upcoming April 15, 2013 Regular Meeting with Board members.

There was discussion regarding the recent influx of emails in opposition of a proposed fire tax from the Town of St. James residents and the Chairman instructed the Manager to distribute a letter of response.

Debbie Barnes, Human Resources Officer, arrived at 8:56 a.m. and presented an action item requesting approval of a pay grade proposal and reviewed a sheet of individual proposed reclassifications. Ms. Barnes was instructed to email this information with Vice-Chairman Cooke and Commissioner Phillips since they could not be at the meeting. It was consensus to add this item to the agenda for consideration.

**II. ADJOURNMENT**

Chairman Norris closed the meeting at 9:09 a.m.

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Phil Norris, Chairman

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Deborah (Debby) Gore, NCCCC  
Clerk to the Board

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
BUDGET RETREAT  
FEBRUARY 28, 2013  
8:00 A.M.**

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**The Brunswick County Board of Commissioners held a Budget Retreat on the above date at 8:00 a.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**PRESENT:** Commissioner Phil Norris, Chairman  
Commissioner Marty Cooke, Vice-Chairman  
Commissioner Pat Sykes  
Commissioner Scott Phillips  
Commissioner Frank Williams

**STAFF:** Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Huey Marshall, County Attorney  
Bryan Batton, Assistant County Attorney  
Debby Gore, Clerk to the Board  
Ann Hardy, Fiscal Operations Director  
Andrea White, Administrative Assistant

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 8:01 a.m.

(Attached to these Minutes is an item called Board Action containing all items on this agenda including handouts, and those items are incorporated herein.)

The Board reviewed Goals and Objectives from Economic Development. Jim Bradshaw, Economic Development Director requested that the county absorb the costs of health insurance premiums for an Economic Development staff employee who recently retired.

Dr. Susanne Adams and Dr. Ed Pruden presented the Brunswick Community College and Brunswick County Schools Summary of Funding. After discussion, Commission Phillips moved to approve the Board of Education Funding Agreement. The vote of approval was unanimous.

The Manager, Fiscal Operations Director, EMS Director and Tax Administrator reviewed and discussed Draft Proposal to Change the Funding source for County Fire Services explaining that Brunswick County is one of the very few counties in North Carolina that has implemented a fire fee method. Chairman Norris indicated that he put together a committee to begin exploring options and asked the Manager to review the findings. Mr. Lawing informed that the committee met twice and made some preliminary conclusions of options clearly outlined by the state. Referring to a draft report Mr. Lawing reviewed alternative methods of funding with a general consensus to abandon the fire fee system in favor of a countywide ad valorem property tax system applicable to all non-exempt parcels in the county.

Staff discussed a proposed implementation plan and the associated legal obligations. It was consensus to continue committee meetings with stakeholders and distribute information. After a short break some of the Fire Chiefs indicated they would hold a meeting to present their concerns at a later date.

Ms. Hardy reviewed and discussed the Preliminary General Fund Revenue Projections, informing that in comparing January 2012 to January 2013, every revenue category is up and staff has not been able to report this in 5 years.

The Board reviewed and discussed Preliminary General Fund Capital Improvement Projects and Park/Senior Center Financing Plan. Jim Pryor, Parks and Recreation Director, reviewed proposed projects and Commissioner Sykes stated that she disagreed with the Town Creek Park Project indicating support a redesign project instead of replacement.

Jerry Pierce, Utility Operations Director and Bill Pinnix, Engineering Services Director, reviewed the Preliminary Enterprise Fund Capital Improvement Projects and the Enterprise Funded Water System Improvements – FY 2014 Budget Cycle. Mr. Pinnix provided a handout and reviewed the current ranking of neighborhood extension projects explaining that the Utility Board would not meet this month and asked for direction from the Board.

After discussion, Commissioner Sykes moved to authorize staff to move forward with sending survey letters to customers for Thicketwood Drive, Tryon Road, Watts Road, Tropical Shores subdivision, Fifty Lakes Drive, Old Ferry Connection, Mintz Cemetery Road, Turkey Trap Road, Hickory Hollow Subdivision and Cribb Road. The vote of approval was unanimous.

Discussion followed with Sewer System Expansion Options and the Board agreed that all options should be explored and brought before the Utility Board for further consideration.

After discussing Funding Alternatives for Shallow Inlet Maintenance Dredging the Board agreed that staff should approach the concept of requesting Tourism Development Authority funding assistance and to approach local legislators for support.

After lunch the Board received information from Evergreen Solutions of the ongoing Salary Study. Mr. Lawing explained that at a workshop staff discussed proposed solutions and this could have been redundant because staff had not completed leveling at that time. The JAT's were done resulting in some positions that were higher in responsibilities and duties, turning out at a lower rating causing some confusion but staff worked through that. Mr. Lawing informed that since then some department heads spoke with Evergreen about specific positions and Evergreen made their adjustments. When Administration and Human Resources reviewed Evergreen's findings, staff saw that those levels within the department made sense but when compared countywide, there were employees exceeding levels of employees in other departments and staff asked Evergreen to look at those positions compared to a list provided and Evergreen made re-adjustments to the leveling of those positions and it seems to be closer to where we need to be. Debbie Barnes, Human Resources Officer, indicated that she needed direction from the Board to move forward and provided a copy of the latest report showing re-adjustments.

Brian Wolfe, Evergreen Solutions, reviewed options and discussed options that included 20-year parity and 30-year parity. Mr. Wolfe favored the 20-year parity solution. During the discussion Ms. Barnes provided a handout of the Proposed External Companies of the Market Survey. Vice-Chairman Cooke indicated that employees could cross the river into New Hanover County and make more money than in Brunswick County, yet the Market Survey compares salaries of poor



counties seemingly not addressing the issue of employee retention. The Vice-Chairman indicated that in receiving another report late yesterday evening it seemed the figures changed at the last minute.

Commissioner Sykes asked for clarity that she received information on Friday and then yesterday there were some major changes in some position classifications. Commissioner Phillips asked why the classifications were changed and Mr. Wolfe answered that Evergreen assigned pay grades based on specific feedback from some department heads and Evergreen agreed with some and disagreed with others and placed the classifications relative to the level of authority as explained by department heads. After submitting their recommendations in the first document provided, HR and Administrative staff were given the opportunity to evaluate it on a countywide basis and they identified a number of instances where some placements caused internal inequity.

Commissioner Cooke asked for clarity that between the two reports it was reviewed internally and changed? Mr. Wolfe answered that he was asked to review certain positions, not to change them. Evergreen staff was given a list of jobs that Admin/HR staff felt was equally responsible in the organization and asked them to look at the comparison again.

Ms. Barnes explained that staff did not ask Evergreen to change anything to a certain grade; we simply said, based on the recent feedback from a department head, please reassess it in accordance to other positions in the county that we feel could cause inequity and provided a list of jobs for comparison.

Commissioner Sykes stated she has concerns with receiving a "final" report from Evergreen on February 22, 2013 in the budget workshop packet and now another "final" report was received yesterday afternoon at the close of the meeting for today's presentation.

Ms. Barnes indicated that she received one on February 22, 2013 and Monday she shared her concerns with Evergreen. Commissioner Sykes asked if Ms. Barnes had requested another revision from Evergreen and Ms. Barnes stated that she asked Evergreen to look at internal equity and Commissioner Sykes indicated that her response shows she did request another revision from Evergreen.

There was discussion that there could be other changes if addressed individually and there were comparisons of government entities against the private sector and Mr. Wolfe indicated that both were taken into consideration because not all parties responded to the survey request.

The Attorney asked how proposed pay grades were assigned and Mr. Wolfe answered the final JAT numerical scores were run through an analysis and assigned predicted midpoints and those predicted midpoints were used to choose a first pay grade, a combination of the market data and JAT score and then those numbers were run through a "sanity" filter and Evergreen staff made judgment calls on those that seemed vastly over-rated or under-rated or if any department heads scored lower than their entry level clerical employees.

The Attorney asked was average salary calculated into the pay grade assignment and Mr. Wolfe answered that average salary was not used to assign pay grade. When market data is collected it is collected for the range not for the individual incumbent. Staff looked at the value of the class, not the value of the person. Mr. Wolfe stated that in most best practice analyses if a particular salary is within a range, it is said to be appropriate and how the employee gets from the minimum to the maximum of a range could be time of service, step based, or pay for performance. If an

employee is somewhere between the minimum and maximum of the range, Evergreen will not make a judgment call to say that individual compensation is too low or too high.

The Attorney asked if the raw data was used to set the limit of the range and Mr. Wolfe answered affirmative and Mr. Marshall asked how it ended up being the maximum of the range. Mr. Wolfe apologized for a misunderstanding and informed that Evergreen collected data for average minimum, average midpoint and average maximum and used the current pay structure as well. The 8% was figured in how the proposed pay plan was defined. Raw data was used to set the ranges.

There was lengthy discussion of the proposed options and Vice-Chairman Cooke and Commissioner Sykes indicated dissatisfaction with the options. The other Board members discussed the 20 and 30-year parity options and Commissioner Phillips expressed concerns that the Board has asked employees to hold the line until salary study was complete and over 4 years have passed since any substantial salary adjustments have been made. Commissioner Williams supported Option 2 and 3. There was further discussion regarding years of service and/or years in classification.

The Manager indicated that when the contract was approved with Evergreen, a message was sent from the HR department and it was discussed at department head meetings for two months that the purpose of the study was to remedy inequities in the grades and classifications and not to provide adjustments to every employee. Mr. Lawing indicated that there were inequities, but none that would increase a position over 10 grades in the prior publication and that's why staff asked Evergreen to review this again. Mr. Lawing indicated that if anyone said they did not understand this message from the beginning, would not be telling the truth.

Mr. Lawing indicated that Admin/HR staff had only offered input at the end of the study because they were really the only ones that are qualified to understand countywide inequities and the beauty of hiring a consultant is objectivity.

Chairman Norris favored Option 1 and supported a committee to work with staff to address the issues and bring back information. Commissioner Williams indicated support of Option 1 based on total years of service with a 2.5% cap option. Commissioner Phillips supported the Option 1 with parity.

It was consensus to move towards finalizing the study and consider the concerns voiced by the Board and at this stage allow staff to be involved with the final product.

After more discussion Commissioner Phillips favored to proceed with the process for compensation with the parity solution of Option 1 to provide solutions of that option including the review of leveling positions throughout the county for internal equity based on total service with Brunswick County.

Commissioner Phillips moved to request the Evergreen proceed with Option 1 with the parity (3%) and total service with Brunswick County.

Commissioner Phillips moved to request Evergreen to proceed with additional variations of Option 1 based on parity and total service with Brunswick County and to schedule a Workshop for March 18, 2013 at 3:00 p.m. The vote of approval was 4 ayes (Phillips, Norris, Williams, Sykes). Vice-Chairman Cooke abstained.

Nancy Day, Benefits Program Manager reviewed the Group Health Insurance Plan projections. Commissioner Phillips moved to approve the plan as it stands with no changes. The vote of approval was unanimous.

Mr. Lawing reviewed Overtime/Compensation Time for Non-Exempt employees stating that currently it seems the positions that are traditionally filled by male employees acquire overtime and those positions traditionally filled by female employees acquire comp time. Mr. Lawing referred to a Coates Cannon article regarding the management of comp time that supported a written agreement that an employee will receive payment for comp time acquired. Staff was directed to research options and offer recommendations.

In discussing membership in the NC 20 Association the Board agreed that staff should review the budget for the organization and see if they have a registered lobbyist.

After discussing budget directives the Board agreed to maintain the current tax rate, finalize the salary compensation study and technology study and move toward a paperless agenda and video streaming for meetings and begin working towards fire fee alternatives.

Commissioner Williams moved to adjourn the meeting at 4:23 p.m. The vote of approval was unanimous.

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Phil Norris, Chairman

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Deborah (Debby) Gore, NCCCC  
Clerk to the Board



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**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

**TO:** Board of Commissioners

**ACTION ITEM #:** V-C

**FROM:** Ann B. Hardy  
Ext. # 2060

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 26, 2013

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**ISSUE/ACTION REQUESTED:**

Fiscal Items for Approval

**PUBLIC HEARING:** ☐ YES ☐ NO

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**BACKGROUND/PURPOSE OF REQUEST:**

Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature are presented on the consent agenda for approval.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**Dissolution of Brunswick County Hospital Authority and Associated Agency Fund**

Attached is a resolution to dissolve the Brunswick County Hospital Authority. The resolution was provided by email from Mr. William Leuschner, a former authority board member. The resolution was passed by the authority at their 11/14/2012 meeting. The County Attorney advised that the authority may not be dissolved. The Finance Officer recommends that the Brunswick County Board of Commissioners resolve to dissolve the Brunswick County Hospital Authority and the associated Agency Fund. The fund balance of \$455,870.06 is to be transferred to the General Fund to establish a restricted fund balance in the General Fund. The restricted funds will be set aside for future appropriations by the Board of Commissioners in accordance with the attached letter sent to the authority from County Manager Marty Lawing.

**General Fund –Cooperative Extension**

**Revenues:**

Other Fees	104950-383958	\$1,235
Fees – Cooperative Extension	104950-335019	\$2,250

**Expenditures:**

Subscriptions	104950-449200	\$150
Postage	104950-432500	\$1,085
Contracted Services	104950-439900	\$2,250

The Brunswick County Cooperative Extension Department requested appropriation of fee revenues for use in the Cooperative Extension Department Budget for subscriptions, postage, and contracted

services in a total amount of \$3,485.

### **General Fund – JCPC Administration**

#### **Revenues:**

Fund Balance Appropriated	100000-399100	\$36
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#### **Expenditures:**

Grant Subsidy	105833-465500	\$36
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The Brunswick County JCPC Board received a grant to convene a community forum in FY2012. There was a balance of \$36 of grant funds which was not requested for appropriation in the current fiscal year. The JCPC Board requests appropriation of the \$36 for snacks for a community forum event in FY13.

### **Water Fund - Water Distribution**

#### **Revenues:**

Educational Program Fees	617140-335032	\$1,410
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#### **Expenditures:**

Training Expenses	617140-439500	\$1,410
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The Water Department requests the budget amendment above to appropriate educational program fee revenue for the associated training expenditures.

### **DSS Fund**

#### **Revenues:**

Progress Energy – Energy Neighbor	145310-332069	\$7,679
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#### **Expenditures:**

Progress Energy – Energy Neighbor	145310-449905	\$7,679
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The Department of Social Services requests the budget amendment above to appropriate additional Progress Energy – Energy Neighbor funds received from the State for use in the Progress Energy Assistance Program.

### **Grant Fund-2012 Housing Preservation Grant**

#### **Revenues:**

Federal Revenues	238191-331000	\$89,148
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Transfer from General Fund	238191-398110	\$45,000
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#### **Expenditures:**

Construction	238191-464002	\$134,148
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### **General Fund**

#### **Expenditures:**

Housing Preservation Grant Match	104907-465505	\$(45,000)
Transfer to Grant Fund	109800-498023	\$45,000

The budget amendment above is to appropriate federal revenue for the 2012 Housing Preservation Grant and to transfer the associated local county match into the grant budget for grant program expenditures.

**County of Brunswick, North Carolina  
Brunswick County Grant Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Grant Fund:

**2012 Housing Preservation Grant:**

**Revenues:**

Federal Revenues	\$89,148
Transfer from General Fund	<u>\$45,000</u>
<b>Total 2012 Housing Preservation Grant Revenues</b>	<b>\$134,148</b>

**Expenditures:**

Construction	<u>\$134,148</u>
<b>Total 2012 Housing Preservation Grant Expenditures</b>	<b>\$134,148</b>

Section 2. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contributions to the Grant Fund **\$45,000**

Section 3. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated **\$45,000**

Section 4. This Capital Project Ordinance shall be entered into the minutes of the May 06, 2013 meeting of the Brunswick County Board of Commissioners.

**Health Fund – Healthy Carolinians Program**

**Revenues:**

State Revenues Restricted	135128-332000	\$5,966
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**Expenditures:**

Special Projects	135128-423100	\$5,966
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The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Eat Smart, Move More Community Grants Program. This is a pass thru grant for the Town of Navassa to install play structures and equipment at their local park.

**Health Fund – Medicaid Nutrition Program**

**Revenues:**

Title XIX Funds	135155-332009	\$500
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**Expenditures:**

Supplies & Materials	135155-426000	\$100
Travel – Mileage	135155-431100	\$250
Dues	135155-449100	\$150

The Health Department requests the budget amendment above to appropriate additional federal revenues restricted to support the Medicaid nutrition program expenditures.

**Health Fund – Breast and Cervical Cancer Control Program****Revenues:**

Gifts & Memorials	135157-383303	\$9,098
State Revenues Restricted	135157-332000	\$1,228

**Expenditures:**

Special Projects	135157-423104	\$9,098
Contracted Services	135157-439900	\$1,228

The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Breast and Cervical Cancer Control Program. The Health Department also received donations in the amount of \$9,098 specifically for the BCCCP Program and wishes to budget in this fiscal year. These funds will be used to offer screenings to clients who do not fall within the stringent guidelines of BCCCP funding.

**Health Fund – Health Promotions Program****Revenues:**

State Revenues Restricted	135156-332000	\$12,480
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**Expenditures:**

Special Projects	135156-423104	\$12,480
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The Health Department requests the budget amendment above to appropriate additional State Revenues Restricted to support the Health Promotions Program. The funds are intended to be used to address the risk factors of physical inactivity, poor nutrition, tobacco use, violence and unintentional injury.

**Health Fund – Family Planning Program****Revenues:**

State Revenues Restricted	135164-332000	\$2,455
---------------------------	---------------	---------

**Expenditures:**

Medication	135164-423800	\$2,455
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The Health Department requests the budget amendment above to appropriate additional State

**Health Fund – Child Health Program**

**Revenues:**

Title XIX Management Funds	135162-332026	\$7,820
----------------------------	---------------	---------

**Expenditures:**

Special Program Material	135162-423100	\$7,820
--------------------------	---------------	---------

The Health Department requests the budget amendment above to appropriate additional Title XIX Management Fees restricted for reimbursing Carolina Access providers in the Child Health Program.

**Health Fund – Immunization Program**

**Revenues:**

Clinic Fees	135126-335006	\$10,000
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**Expenditures:**

Medication	135126-423800	\$10,000
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The Health Department requests the budget amendment above to appropriate additional Clinic Fees in the Immunization Program to replenish the supply of Gardasil vaccine. The increased demand may be due to the increased national advertising/educational efforts warning of the health risks associated with HPV.

**Health Fund – Child Lead Program**

**Revenues:**

State Revenues Restricted	135175-332000	\$(600)
---------------------------	---------------	---------

**Expenditures:**

Supplies & Materials	135175-426000	\$(100)
Travel – Mileage	135175-431100	\$(50)
Travel – Subsistence	135175-431200	\$(300)
Travel – Registrations	135175-431500	\$(100)
Postage	135175-432500	\$(50)

The Health Department requests the budget amendment above to reduce the State Revenues Restricted for the Child Lead Program in the amount of \$600. This program was eliminated by the State.

**Grant Fund-Airport Grant 36237.45.14.1**

**Revenues:**



36237.45.14.1 Federal Revenues	438157-331038	\$153,296
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Expenditures:

36237.45.14.1 Expenditures	438157-449818	\$153,296
----------------------------	---------------	-----------

The budget amendment above is to appropriate federal revenue for the grant number 36237.45.14.1 Airport Grant for the construction and project administration of a corporate hanger.

**County of Brunswick, North Carolina  
Brunswick County Grant Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Grant Fund:

**Airport Grant 36237.45.14.1**Revenues:

36237.45.14.1 Federal Revenues	<u>\$153,296</u>
--------------------------------	------------------

<b>Total 36237.45.14.1 Grant Revenues</b>	<b>\$153,296</b>
---	------------------

Expenditures:

36237.45.14.1 Expenditures	<u>\$153,296</u>
----------------------------	------------------

<b>Total 36237.45.14.1 Grant Expenditures</b>	<b>\$153,296</b>
---	------------------

Section 2. This Capital Project Ordinance shall be entered into the minutes of the May 06, 2013 meeting of the Brunswick County Board of Commissioners.

**Wastewater Fund - Collections**Revenues:

Taps & Connections Revenue	627220-371402	\$150,000
----------------------------	---------------	-----------

Expenditures:

Tap-on Supplies	627220-459601	\$150,000
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The budget amendment above is to appropriate additional revenue earned from grinder pump installations for the purchase of additional grinder pumps and supplies.

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**                      ☐ YES    ☐ NO    ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
 2013

Recommend approval of all fiscal items presented.

**ATTACHMENTS:**

1. Hospital Authority Resolution
2. \_\_\_\_\_
3. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**SIGNATURE**

**OTHER:**

Move that all funds remaining in the Brunswick County Hospital Authority Account with the Brunswick County Finance Department be transferred to Brunswick County to be used as outlined in the Marty K. Lawing memorandum to Ron Anderson dated July 17, 2012 and subject to the motion passed at the Hospital Authority's July 11, 2012 meeting and recorded in the minutes of that meeting that the funds "... can NOT be used for the upkeep and maintenance of the buildings (old hospital buildings)".

It is further agreed that Brunswick County will use the funds to pay any costs and/or fees incurred in the dissolution of the Hospital Authority and will satisfy any outstanding and/or to be incurred bills/expenses of the Hospital Authority.

023  
**Ann Hardy**

---

**From:** William A. Leuschner [wleuschner@atmc.net]  
**Sent:** Wednesday, March 13, 2013 5:09 PM  
**To:** Hardy, Ann  
**Cc:** Anderson, Ron; Dozier, Lewis; Long, Colinda; Marshall, Huey  
**Subject:** Status of Hospital Authority  
**Attachments:** FUND TRANSFER ARTICLE 2.pdf; FUND TRANSFER ARTICLE 1.pdf; MOTION Fund Transfer.doc

Hi Ann;

In answer to you email, the Board met in November, I believe the 14 th., and voted to transfer the funds to Brunswick County to be spent as outlined in Marty Lawing's 7/17/2012 memo to Ron Anderson and subject to our 7/11/12 motion that the funds could not be used for the upkeep and maintenance of the old hospital. My draft of the motion passed (unamended) on 11/14/12 is attached as is a copy of the Beacon article about that meeting which I believe fairly reports what transpired. The motion draft is repeated 3X on the one page – to make copies for all our Board members.

My recollection is that Ron as Chairman and Colinda as Secretary were going to handle the follow up details of our dissolution which, among other things, required a motion by the County Commissions dissolving the Authority.

I've copied our other officers on this email to be sure my recollections are correct.

Please do contact me if there's anything I can do to help you with this.

Bill

026

# BRUNSWICK COUNTY ADMINISTRATION

OFFICE OF THE COUNTY MANAGER  
BRUNSWICK COUNTY GOVERNMENT CENTER  
[www.brunswickco.net](http://www.brunswickco.net)



TELEPHONE  
(910) 253-2000  
(800) 442-7033


FAX  
(910) 253-2022

MARTY K. LAWING  
COUNTY MANAGER  
[mlawing@brunswickco.net](mailto:mlawing@brunswickco.net)

STEVE T. STONE  
ASSISTANT COUNTY MANAGER  
[ssstone@brunswickco.net](mailto:ssstone@brunswickco.net)

## MEMORANDUM

**TO:** Ron Anderson, Chairman, Brunswick County Hospital Authority

**FROM:** Marty K. Lawing, County Manager 

**DATE:** July 17, 2012

**RE:** County Administration / Disbursement of Hospital Authority Funds

The Brunswick County Board of Commissioners has requested that the funds of the Brunswick County Hospital Authority be transferred to the County to administer. The Hospital Authority has requested that the County provide a written request and proposal as to how the funds will be utilized. With that in mind, the Brunswick County Commissioners would propose to use the remaining hospital funds for some of the following needs outlined below. These potential uses are not in priority order.

- Brunswick Community College Healthcare Equipment:** The President of Brunswick Community College has identified a list of needed equipment to support the various healthcare programs offered by the college including \$16,409 for the Medical Office Assistant Program, \$14,242 for the Emergency Medical Science Program, \$2,695 for the Nursing Assistant I & II Program and \$223,863 for the Nursing Program.
- SECU Hospice Care Center:** The County could provide assistance to the new Hospice Care Center in Brunswick County to meet future capital equipment replacement needs as the facility ages.
- Brunswick Senior Resources, Inc. Fitness Equipment:** The County could assist BSRI with the purchase of fitness equipment for the Senior Citizen Centers. Most of the equipment currently at the centers is used and inadequate to meet the fitness needs of the senior program participants. The County recently purchased a 22,000 square foot building in Shallotte to replace the existing senior center. Exercise equipment is needed for the new center.

4. **Non-profit Agencies / Other:** The County will consider requests for funding from non-profit organizations within Brunswick County that provide a service that is healthcare related.

These are some of the uses for the funds that the Board of Commissioners feel would be appropriate that are directly related to addressing the health and wellness of Brunswick County residents and improving healthcare and healthcare education in the county. To insure the diversification in the distribution of the funds the County will not distribute more than 20% of the available funds to a single organization.

The Brunswick County Commissioners have a proven track record of being good stewards of the financial resources of Brunswick County and we look forward to the Hospital Authority's approval of this request.



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

028

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** Amy Horgan  
Juvenile Crime Prevention Council  
Ext. #

**ACTION ITEM #:** V-D

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 26, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Approval of 201-14 Program Agreements for the Juvenile Crime Prevention Council funded by and to include needed resources from the Department of Public Safety, Juvenile Justice and Delinquency Prevention.

---

**BACKGROUND/PURPOSE OF REQUEST:**

Brunswick County Juvenile Crime Prevention Council needs County Commissioner approval for programs funded annually. Programs recommended for funding for the 2013-14 year are: GREAT; Coastal ART program by Coastal Horizons; Providence Home; Strengthening Families by Coastal Horizons; and Teen Court 13<sup>th</sup> District by Communities in Schools, and JCPC Administrative. We will be leaving \$ 24,357.00 unallocated until we receive a program for Restitution.

Monies have not been approved by the General Assembly to the North Carolina Department of Public Safety, Juvenile Justice and Delinquency Prevention. However, we expect a similar amount of funding for the 2013-14 fiscal year as we received in the 2012-13 year.

---

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends approval of the 2013-14 Program Agreements for the Juvenile Crime Prevention Council.

---

**ATTACHMENTS:**

1. Program Agreements for funded programs to be signed by County Commissioner Chairman.
2. Juvenile Crime Prevention Council Certification to be signed by County Commissioner Chairman.
3. Juvenile Crime Prevention Council Funding Allocation to be signed by County Commissioner Chairman.

<b><u>ACTION OF THE BOARD OF COMMISSIONERS</u></b>			
<b>APPROVED:</b>	<input type="checkbox"/>	<b>ATTEST:</b>	<b>CLERK TO THE BOARD</b>
<b>DENIED:</b>	<input type="checkbox"/>	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <b>SIGNATURE</b>	
<b>DEFERRED</b>			
<b>UNTIL:</b>	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>		
<b>OTHER:</b>			



**BRUNSWICK**  
**Department of Juvenile Justice and Delinquency Prevention County Funding Allocation**

Available Funds:     \$         \$176,737     Local Match:     \$         \$108,154     Rate:         20%

A **Program Agreement Form** for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING		OTHER	OTHER	Total	% of Total DJJDP Program Revenues
			Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Providence Home	\$30,000	\$56,400			\$10,000	\$96,400	
2	Teen Court Program	\$45,000	\$21,570	\$9,200			\$75,770	
3	Strengthening Families (Coastal Horizons)	\$22,500		\$5,756			\$28,256	
4	Coastal ART Program (Coastal Horizons) ART	\$13,000		\$3,744			\$16,744	
5	GREAT Program	\$35,880	\$23,000	\$19,153			\$78,033	
6	JCPC Administrative	\$6,200					\$6,200	
7	Unallocated Funds	\$24,157					\$24,157	
8							\$0	
9							\$0	
10							\$0	
11							\$0	
12							\$0	
13							\$0	
14							\$0	
15							\$0	
16							\$0	
17							\$0	
18							\$0	
<b>TOTALS:</b>		<b>\$176,737</b>	<b>\$100,970</b>	<b>\$37,853</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$325,560</b>	

The above plan was derived through a planning process by the BRUNSWICK County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2010-2011.

C

\_\_\_\_\_  
Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
Chairperson, Board of County Commissioners (Date)



001

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

V-E

**FROM:** Stephanie Lewis, OS Director  
Ext. # 2521

**MEETING DATE:** 05/06/13

**DATE SUBMITTED:** 04/23/13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Staff is requesting approval of a change order for Baker Roofing Co., who was awarded the contract for the roof replacement on building I. The change order is for a reduction in cost of \$31,320.00.

---

**BACKGROUND/PURPOSE OF REQUEST:**

Due to additional sampling of the existing roof material, a change in the scope of work was made after the contract was awarded. The original roof layer will remain in place on building I and the most recent roof layer will be removed, originally the scope of work called for the removal of both older roof layers. The replacement of the roof was budgeted and approved in the CIP budget for FY13 and the funds are budgeted in 104280-435100. The original price was \$308,203, the deduct change order is -\$31,320, for a new final price of \$276,883.

---

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Recommend approval of the deduct change order of \$31,320 with Baker Roofing Company.

---

**ATTACHMENTS:**

1. Change Order
- 2.
- 3.

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

# CHANGE ORDER

## Baker Roofing Company

3107 Kitty Hawk Road  
Wilmington, N.C. 28405  
910-799-2672 Fax

Owner's Name	Brunswick County Government			Phone		Date	4/22/2013
Street	75 Courthouse Drive NE			Job Name	75 Courtouse Drive		
City	Bolivia	State	NC	Street			
Contract #		Contract Date		City	Bolivia	State	N.C.

Attention: **James Carter**  
Project: **75 Courthouse Drive**

### Inclusions:

Negative Change Order to remove ONLY EPDM and polyisocyanurate roof insulation to existing BUR. Install new BUR Roof System over top of existing BUR. Issue Manufacturer's 25 year Warranty and Baker Roofing 2 year Workmanship Warranty.

\*Includes Labor / Material

Original Contract Price:	\$308,203.00
Additional Charge For Above Work Is:	<b>TOTAL:</b> (\$31,320.00)
<b>Total Price if Change Order Accepted:</b>	<b>\$276,883.00</b>

Payment will be made as follows:  
**Same as contract**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date \_\_\_\_\_ Authorizing Signature \_\_\_\_\_  
(Owner Signs Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above state price.

Authorized Signature *Hank Fisher*  
(Contractor Signs Here)

Date 04/22/2013

**This Is Change Order No. 1**

Note: This Revision becomes part of, and in conformance with, the existing contract.

\*\*Please be advised we cannot take further action until we receive this signed authorization via fax or mail.



034

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** Stephanie Lewis, Operation Services Director  
Ext. # 2521

**ACTION ITEM #:**

V-F

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 23, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Staff recommends approval of proposed water management project by the mosquito control division.

---

**BACKGROUND/PURPOSE OF REQUEST:**

Operation Services' Mosquito Control division has historically performed these type water management projects in Brunswick County. The Mosquito Control division has obtained appropriate approvals from the US Army Corps of Engineers and the State of North Carolina to perform these projects.

The Ron Taylor Project is located at 4429 Main Street, Shallotte, NC. It includes cleaning out approximately 160 feet of existing ditch, transporting all debris to County landfill for disposal and seeding all disturbed areas with coastal seed mix to prevent erosion. This project should take approximately 12 hours to complete. Projected equipment costs for the project are as follows: Pickup Truck (OS0897) 4 hours, \$56.00; Excavator (OSE126) 10 hours, \$390; and Flat Bed Dump Truck (OS9645) 12 hours, \$300. Projected man hours for the project are as follows: Freddie Hickman, supervisor-operator, 12 hours, \$494.88 and Neal Williams, truck driver-laborer, 12 hours, \$212.88. The estimated total cost for the Ron Taylor Project is \$1,453.76.

Approval and correspondence from the US Army Corps of Engineers are attached.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☒ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

035

Management request approval of the Mosquito Control Ron Taylor Project as presented.

**ATTACHMENTS:**

1. Correspondence and Approval
2. \_\_\_\_\_
3. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**Jeff Brown**

---

**From:** Hughes, Emily B SAW [Emily.B.Hughes@usace.army.mil]  
**Sent:** Wednesday, April 17, 2013 3:50 PM  
**To:** Jeff Brown  
**Cc:** 'Fred Hickman'  
**Subject:** RE: 4429 Main street Shallotte (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

This one's a no-brainer. Definitely non-jurisdictional so you may proceed.

The other two are going to need a closer look...

-----Original Message-----

From: Jeff Brown [mailto:jbrown@brunsko.net]  
Sent: Tuesday, April 16, 2013 2:29 PM  
To: Hughes, Emily B SAW  
Cc: 'Fred Hickman'  
Subject: 4429 Main street Shallotte

Emily,

This project involves cleaning out approximately 160 feet of existing ditch, transporting all debris to county landfill for disposal, seeding all disturbed areas with coastal seed mix to prevent erosion. As you can see by the pictures the pipe is underwater. Cleaning out the ditch will eliminate this problem and the water backing up across the street. This area is prone to flooding on both sides of the street. Resetting the grade on the down stream side will eliminate this problem

Let us know if we can proceed.

Jeff

253-2507

Classification: UNCLASSIFIED  
Caveats: NONE



037

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2012

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** Stephanie Lewis, Operation Services Director  
Ext. # 2521

**ACTION ITEM #:** V-G

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 23, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Staff recommends that the contract for Scrap Tire Management Services be awarded to Central Carolina Holdings, LLC.

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**BACKGROUND/PURPOSE OF REQUEST:**

Central Carolina Holdings, LLC (CCH) provides open top trailers at the landfill and most convenient sites for the collection, transport and recycling/disposal of tires. CCH has provided this service to Brunswick County for more than 10 years. CCH is the only company in this area of NC to offer these services; they were also the only company to submit a proposal for these services. Currently, CCH recycles 94% of all tires collected. Funds for these services are budgeted in 104720-419905 for FY13 in the amount of \$125,000.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☒ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Recommend approval of the contract with Carolina Holdings, LLC for Scrap Tire Management Services.

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**ATTACHMENTS:**

1. Scrap Tire Management Service Agreement
2. Attachment A - proposal



3. Attachment B - insurance requirements

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED:  
DENIED:  
DEFERRED  
UNTIL:

☐  
☐

ATTEST: CLERK TO THE BOARD

SIGNATURE

OTHER:

STATE OF NORTH CAROLINA

**BRUNSWICK COUNTY**  
CENTRAL CAROLINA HOLDINGS, LLC

**SCRAP TIRE RECYCLING & DISPOSAL CONTRACT**

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 1<sup>st</sup> day of March, 2013, by and between Brunswick County, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, N.C. 28326, hereafter referred to as "Contractor".

**WITNESETH**

**WHEREAS**, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

**WHEREAS**, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service. The Contractor shall perform all service calls in a timely manner and as efficiently as possible based on the terms and conditions shown on proposal attached to this Agreement as "Attachment A".

**1) Scrap Tire Volume Generated**

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

**2) Recycling and Disposal Services**

**a) Contractor Responsibilities**

The Contractor agrees to stage two (2) forty five (45) foot open top trailers at County Landfill, one (1) forty-five (45) foot open top trailer at Hughes Brothers in Shallotte, one (1) forty-five (45) foot open top trailer at the Sunset Beach Convenience Site, one (1) forty-five (45) foot open top trailer at the Holden Beach Convenience Site, one (1) forty-five (45) foot open top trailer at the Leland Convenience Site and one (1) forty-five (45) foot open top trailer at the Southport Convenience Site for the purpose of receiving tires. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

STATE OF NORTH CAROLINA

BRUNSWICK COUNTY

b) County Responsibilities

The County shall make reasonable efforts to provide ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained at the County landfill site.

3) Term

This Contract shall be in full force and effect for a period of one (1) year from the date of execution with two options to renew said contract for one year, each said renewal options to be exercised automatically unless notice of termination is given by either party thirty (30) days prior to the end of the term unless terminated earlier per Section 7 (b).

4) Time of Performance

Contractor shall remove each loaded trailer and replace with an empty trailer within seventy-two (72) hours of contact by the county with the exception of weekends and nationally recognized holidays.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile the records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$78.00 per ton unless the price of fuel exceeds \$1.99 per gallon. Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our driver's needs and be fair to our customers. We call the Energy Information Administration Diesel Fuel Hotline 202-556-6966 every week on Monday to establish our fuel surcharge for the week. We establish this surcharge on the following basis.

We use \$ 2.00 as our price point,

Price	Fuel Surcharge
0 - \$1.99	.00 per mile
\$ 2.00 - \$2.25	.05 per mile
\$ 2.26 - \$2.50	.10 per mile
\$ 2.51 - \$2.75	.15 per mile

\$ 2.76 - \$3.00	.20 per mile
\$ 3.01 - \$3.25	.25 per mile
\$ 3.26 - \$3.50	.30 per mile
\$ 3.51 - \$3.75	.35 per mile
\$ 3.76 - \$4.00	.40 per mile
\$ 4.01 - \$4.25	.45 per mile
\$ 4.26 - \$4.50	.50 per mile
\$ 4.51 - \$4.75	.55 per mile
\$ 4.76 - \$5.00	.60 per mile

Also a light weight assessment in the amount of the minimum weight on under loaded trailers will be applied as follows:

- 40 ft. trailer an 8 ton minimum
- 45 ft. trailer an 8.5 ton minimum
- 48 ft. and 53 ft. trailers a 10 ton minimum

#### **7) Termination**

This contract may be terminated according to either of the following provisions:

- a) Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately upon written notice as provided in section 13.8 below.
- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

#### **8) Force Majeure**

- a) Suspension of Performance: The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.
- b) Definition: Force Majeure – Any event or occurrence of any nature or kind whatsoever which prevents or impairs the performance of the parties to this Contract and which is beyond their control and not due to their negligence.
- c) Notice: In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume.
- d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

## 9) Representations

9.1) The Contractor represents warrants and covenants to the County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

## 10) Insurance Requirements

The contractor agrees to carry minimum insurance coverage as detailed in "Attachment B" included with this agreement.

## 11) Hold Harmless

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, The Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, The Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the county harmless therefrom.

## 12) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, Brunswick County, N.C.

### **13) Miscellaneous**

**13.1)** The Contractor, its agents, employees, contractors and sub-contractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or disability in any policy or practice. Contractor shall abide by all applicable U.S. and North Carolina Labor Laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act, and the Americans with Disabilities Act and regulations pursuant therein.

**13.2)** This Contract may be changed only by agreement in writing and signed by both parties hereto.

**13.3)** This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.

**13.4)** This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.

**13.5)** This Contract shall be governed by the laws of the State of North Carolina.

**13.6)** The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part thereof.

**13.7)** In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

**13.8)** All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail, return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt.

#### **Contractor**

Central Carolina Holdings, LLC.  
Attn. Tim McNeill  
1616 McKoy Town Rd.  
Cameron, N.C. 28326  
(919) 499-2301

#### **County**

Brunswick County Government  
Solid Waste Department  
Attn. Kim Thompson  
P.O. Box 249  
Bolivia, N.C. 28422  
(910) 253-2524

**13.9)** Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.

**13.10)** This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed.

**13.11)** The Board represents and warrants that all payments due and to become due during its' current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the services, and that it is the Board's intent to use the services for the entire term of this Agreement and to make all payments required under this Agreement. If Board of Commissioners does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year, the Board will notify Central Carolina Holdings, LLC, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated, and all payment obligations of the Board and service will cease upon the date of termination.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

COUNTY OF BRUNSWICK  
ATTEST

BY: \_\_\_\_\_

CENTRAL CAROLINA HOLDINGS, LLC  
ATTEST

BY: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

Brunswick County, North Carolina

"Attachment B"



## BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS FY 12-13

At Contractor's expense, Contractor shall procure and maintain the following minimum insurances with insurers licensed in North Carolina and rated A-VII or better by A.M. Best:

### A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$ 5,000	Medical Expense Limit

### B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employers Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

### C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

### D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

### E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of three (3) years following termination of the Agreement.

## ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.



## "Attachment B"

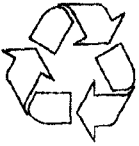
The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS  
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

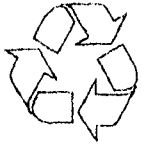
- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:  
Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:  
  
ATTENTION: Brunswick County Risk Manager  
30 Government Center Dr. NE  
P. O. Box 249  
Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and

“Attachment B”

provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.



## Central Carolina Holdings, LLC



1616 McKoy Town Road  
Cameron, NC 28326

(919) 499-2301  
Fax (919) 499-4147

1. Central Carolina Holdings LLC

1616 McKoy Town Rd

Cameron, N.C. 28326

919 499 2301

2. The company representative is Tim McNeill 1616 McKoy Town Rd Cameron, N.C. 28326. Phone # is 919-499-2301.
3. The scope of work outlined in the RFP will be performed by Central Carolina Holdings providing the trailers at the necessary locations and transporting the tires to our location at 1616 McKoy Town Rd Cameron N.C. 28326 for recycling or disposal in our tire monfil . Presently 94% of all tires are being recycled.
4. County must provide adequate space for trucks to drop trailers at the locations free of debris that would flatten trailer and or truck tires.
5. Key Personnel are Tim McNeill Sales Manager, Johnny Holder General Operations Manager, Libby Cameron Dispatcher and various truck Drivers.
6. Central Carolina Holdings LLC has been in operation for 14 years processing and recycling tires and is a subsidiary of Liberty Tire Recycling LLC ,the largest tire recycling company in North America. We do business with 56 counties in Eastern North Carolina, South Carolina and Virginia
7. References are as follows: Surry County , Dennis Bledsoe 336-401-8376  
Hoke County , Don Russell 910 875 3111 Halifax County, Larry Garrison 252 586 7516.
8. The bid price proposed is \$ 78.00 per ton plus Fuel surcharge listed on the attachment. Also a light weight assessment on under loaded trailers as follows: 40ft trailer an 8 ton minimum, a 45ft trailer 8.5 tons, and 48 and 53ft trailers a 10ton minimum

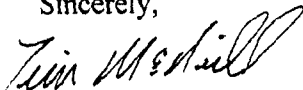
It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our driver's needs and be fair to our customers. We call the Energy Information Administration Diesel Fuel Hotline 202-556-6966 every week on Monday to establish our fuel surcharge for the week. We establish this surcharge on the following basis.

We use \$ 1.99 as our price point,

Price	Fuel Surcharge
0- \$ 1.99	0
\$ 2.00 - \$ 2.25	.05 per mile
\$ 2.26- \$ 2.50	.10 per mile
\$ 2.51- \$ 2.75	.15 per mile
\$ 2.76- \$ 3.00	.20 per mile
\$ 3.01 - \$ 3.25	.25 per mile
\$ 3.26- \$ 3.50	.30 per mile
\$ 3.51 - \$ 3.75	.35 per mile
\$ 3.76 - \$4.00	.40 per mile
\$ 4.01 - \$ 4.25	.45 per mile
\$ 4.26 - \$ 4.50	.50 per mile
\$ 4.51 - \$ 4.75	.55 per mile
\$ 4.76 - \$ 5.00	.60 per mile

Central Carolina Holdings LLC appreciates the opportunity to bid on the needs for Brunswick County.

Sincerely,

  
Tim McNeill



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

050

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

V-H

**FROM:** Kimberley Thompson  
Ext. # 2524

**MEETING DATE:** March 18, 2013

**DATE SUBMITTED:** March 4, 2013

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Zion Hill Missionary Baptist Church applied to be exempt from tipping fees at the Brunswick County Landfill. Staff recommends approval of tipping fee exemption.

**BACKGROUND/PURPOSE OF REQUEST:**

The County has typically waived tipping fees for churches and other non-profit organizations in the past. This organization has applied to be exempt from tipping fees. This exemption of fees applies only to the County Landfill in Bolivia and does not include regular household trash or yard debris.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☒ N/A

**ADVISORY BOARD RECOMMENDATION:**

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Approve Landfill Tipping Fee Exemption for Zion Hill Missionary Baptist Church.

**ATTACHMENTS:**

1. Zion Hill Missionary Baptist Church Application
2. \_\_\_\_\_
3. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

052

**Brunswick County Solid Waste & Recycling**  
**P.O. Box 249, Bolivia, NC 28422**  
**Phone (910) 253-2520 Fax (910) 253-2539**



**Application for Charitable Organizations to be Exempt from Tipping Fees  
 at the Brunswick County Transfer Station and C & D Landfill**

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.

Name of Organization Zion Hill Missionary Baptist Church

Address of Organization 2100 Zion Hill Road, Bolivia NC 28422

Phone Number of Organization (910) 842-9450

Please briefly describe your organization's mission \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please briefly explain why your organization needs to be exempt from tipping fees Non-profit  
organization

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

Name	Title	Address	Phone	Signature
1) <u>James Hill</u>	<u>Pastor</u>	<u>2100 Zion Hill Rd Bolivia NC</u>	<u>253-6411</u>	<u>James Hill</u>
2) <u>Edgar Lee Bell</u>	<u>Chairman Decon</u>	<u>228150 11th Ave SE</u>		<u>Edgar Lee Bell</u>
3) <u>Robert F. Hewitt</u>	<u>Chairman</u>	<u>59056 Bolivia NC 28422</u>		<u>Robert F. Hewitt</u>



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

053

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** David Stanley  
Ext. # 2274

**ACTION ITEM #:** V-I

**MEETING DATE:** 5-6-2013

**DATE SUBMITTED:** 3-11-2013

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

**BACKGROUND/PURPOSE OF REQUEST:**

Staff respectfully requests that the County Commissioners review their operating procedures and reflect the action in their regular meeting minutes. NC Public Health Accreditation Activity 34.2 requires that the "local board of health" review its operating procedures annually. The documentation required to meet this activity are Brunswick County Commissioner meeting minutes indicating the annual review of the governing body operating procedures. Attached please find a copy of current County Commissioners Operating Procedures as well the as the requirements set forth in the NC Public Health Accreditation Activity 34.2.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☐ YES ☒ NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

**ADVISORY BOARD RECOMMENDATION:**

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends approval of the Public Health Accreditation Operating Procedures as presented.

**ATTACHMENTS:**

1. NC Public Health Accreditation Tool Pages 177 and 178
2. BrunswickCounty Code of Ordinances, Chapter 1-2- Administration  
Article IV. Board of County Commissioners



3.

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

DEFERRED

UNTIL:

SIGNATURE

OTHER:

Brunswick County, North Carolina, Code of Ordinances >> PART I - CODE OF ORDINANCES >>  
Chapter 1-2 - ADMINISTRATION >> ARTICLE IV. - BOARD OF COUNTY COMMISSIONERS >> DIVISION  
2. - RULES OF PROCEDURE >>

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**DIVISION 2. - RULES OF PROCEDURE** <sup>(4)</sup>

- Sec. 1-2-81. - Applicability of rules.
- Sec. 1-2-82. - Meetings to be open.
- Sec. 1-2-83. - Executive sessions.
- Sec. 1-2-84. - Organizational meeting.
- Sec. 1-2-85. - Election of the chair.
- Sec. 1-2-86. - Regular and special meetings.
- Sec. 1-2-87. - All meetings within the county.
- Sec. 1-2-88. - Broadcasting and recording of meetings.
- Sec. 1-2-89. - Agenda.
- Sec. 1-2-90. - Informal public comments.
- Sec. 1-2-91. - Order of business.
- Sec. 1-2-92. - Powers of the chair.
- Sec. 1-2-93. - Presiding officer when the chair is active in debate.
- Sec. 1-2-94. - Action by the board.
- Sec. 1-2-95. - Second not required.
- Sec. 1-2-96. - One motion at a time.
- Sec. 1-2-97. - Substantive motion.
- Sec. 1-2-98. - Adoption by majority vote.
- Sec. 1-2-99. - Debate.
- Sec. 1-2-100. - Procedural motions.
- Sec. 1-2-101. - Renewal of motion.
- Sec. 1-2-102. - Withdrawal of motion.
- Sec. 1-2-103. - Duty to vote.
- Sec. 1-2-104. - Prohibition of secret voting.
- Sec. 1-2-105. - Action by reference.
- Sec. 1-2-106. - Introduction of ordinances, resolutions, and orders.
- Sec. 1-2-107. - Adoption, amendment, or repeal of ordinances.
- Sec. 1-2-108. - Quorum.
- Sec. 1-2-109. - Public hearings.
- Sec. 1-2-110. - Quorum at public hearings.
- Sec. 1-2-111. - Minutes.
- Sec. 1-2-112. - Appointments.
- Sec. 1-2-113. - Reference to Robert's Rules of Order.
- Secs. 1-2-114—1-2-120. - Reserved.

**Sec. 1-2-81. - Applicability of rules.**

These rules apply to all meetings of the board of commissioners of Brunswick County at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

(Mo. of 12-3-90, § 1)

### **Sec. 1-2-82. - Meetings to be open.**

- (a) The public policy of North Carolina and of Brunswick County is that the hearings, deliberations, and actions of this board and its committees be conducted openly.
- (b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Brunswick County Board of Commissioners shall be open to the public, and any person may attend.
- (c) For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purposes of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board.

(Mo. of 12-3-90, § 2)

*State law reference— Open meetings, G.S. § 143.318.*

### **Sec. 1-2-83. - Executive sessions.**

- (a) Notwithstanding the provisions of section 1-2-82, the board may hold a closed session and exclude the public, but only under the following circumstances:
  - (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or not considered a public record within the meaning of G.S. ch. 132.
  - (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
  - (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
  - (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
  - (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation

and other material terms of an employment contract or proposed employment contract.

- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (b) The board may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.
- (c) Unless the motion to go into closed session provides otherwise, the county manager, county attorney, and clerk to the board shall attend the executive session. No other person shall attend the executive session unless specifically invited by majority vote of the board.

(Res. of 4-20-98, § 3)

*Editor's note—*

Res. of April 20, 1998, § 3, repealed § 1-2-83, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 1-2-83 pertained to similar subject matter and derived from Mo. of Dec. 3, 1990, § 3.

## **Sec. 1-2-84. - Organizational meeting.**

On the first Monday in December following a general election in which county officers are elected, the board shall meet at the regular meeting time and place. The clerk to the board of commissioners shall call the meeting to order and shall preside until a chair is elected. If they have not already been sworn and inducted into office, the newly elected members of the board shall take and subscribe the oath of office as the first order of business. As the second order, the board shall elect a chair and vice-chair from its members. As the third order, the board shall approve the bonds of the register of deeds, the sheriff, and the coroner and induct them and any other newly elected county officials into office.

(Mo. of 12-3-90, § 4)

*State law reference—* Selection of chair and vice chair, G.S. § 153A-39; oath of office, G.S. § 153A-26.

## **Sec. 1-2-85. - Election of the chair.**

The chair of the board shall be elected annually for a term of one (1) year and shall not be removed from the office of chair unless he or she becomes disqualified to serve as a board member.

(Mo. of 12-3-90, § 5)

## **Sec. 1-2-86. - Regular and special meetings.**

- (a) *Regular meetings.* The board shall hold a regular meeting on the first and third Monday of each month. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at the commission chambers in the Administrative Building, Brunswick County Government Center, Bolivia, North Carolina at 6:30 p.m. The board may change the place or time of a particular regular meeting or of all regular meetings within a specified period by resolution adopted, posted, and noticed at least seven (7) days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board.
- (b) *Special meetings.* The chair or a majority of board members may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons calling the meeting shall cause the notice to be posted on the principal bulletin board of the county or the door of the regular meeting place if there is no principal bulletin board and delivered to the chair and all other board members or left at the usual dwelling place of each member at least forty-eight (48) hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news organizations having requested such notice as provided in subsection (e), below. Only items of business specified in the notice may be transacted at a special meeting, unless all members are present or those not present have signed waivers.
- (c) *Emergency meetings.* If a special meeting is called to deal with an unexpected circumstance requiring immediate consideration, the notice requirements of this rule do not apply. However, the person or persons calling an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations having requested notice of special meetings as provided in subsection (e), below, shall be notified of such emergency meetings by the same method used to notify board members. Only business connected with the emergency may be discussed at the meeting.
- (d) *Work sessions and committee meetings.* The board may schedule work sessions, committee meetings, or other informal meetings of the board or of a majority of its members at such times and concerning such subjects as may be established by resolution or order of the board. A schedule of any such meetings held regularly shall be filed in the same place and manner as the schedule of regular meetings. Work sessions and other informal official meetings not held regularly are subject to the same notice requirements as special board meetings.
- (e) *Sunshine list.* Any individual and any newspaper, wire service, radio station, and television station may file a written request with the clerk to the board of commissioners for notice of all special meetings of the board. Requests by individuals must be renewed by the last day of each calendar quarter and are subject to a ten dollar (\$10.00) nonrefundable annual fee; requests by news organizations must be renewed annually by January and are not subject to any fee.

(Mo. of 12-3-90, § 6)

*State law reference— Meeting. G.S. § 153A-40.*

## **Sec. 1-2-87. - All meetings within the county.**

All meetings shall be held within the boundaries of Brunswick County except as otherwise provided herein.

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- (1) A joint meeting with the governing board of any other political subdivision of this or any other state may be held within the boundaries of either subdivision as may be specified in the call of the meeting. At any such joint meeting, this board reserves the right to vote separately on all matters coming before the joint meeting.
- (2) A special meeting called for considering and acting on an order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or other such place as stated in the call of the meeting.

(Mo. of 12-3-90, § 7)

#### **Sec. 1-2-88. - Broadcasting and recording of meetings.**

- (a) Except as provided in this rule, any radio or television station may broadcast all or any part of an official board meeting required to be open to the public. Any person may photograph, film, tape-record, or otherwise reproduce any part of a meeting required to be open.
- (b) Any radio or television station wishing to broadcast any portion of an official board meeting shall so notify the county manager no later than twenty-four (24) hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the county office building is available, the county manager may require the news media to either pool equipment and personnel or to secure and pay the costs of an alternative meeting site mutually agreeable to the board and the media representatives.

(Mo. of 12-3-90, § 8)

#### **Sec. 1-2-89. - Agenda.**

- (a) The clerk to the board shall prepare the agenda for each regular, special, and emergency meeting. There shall be an agenda meeting held each Wednesday before each regular Monday meeting. A request to have an item of business placed on the agenda for a regular meeting must be received by the clerk by the close of business the day before the agenda meeting, along with all supporting documentation. This rule remains the same if the meeting is conducted on a Tuesday because of a Monday holiday. For other meetings and workshops, any requests to have an item of business placed on the agenda for a special or emergency meeting must be provided to the clerk, along with all supporting documentation, with maximum time allowed for distribution to the board members. Requests to have an item of business for a regular meeting shall not be allowed if the request violates this rule herein, unless the matter is of extreme importance and will not wait for action by an external deadline. Any board member may, by a timely request, have an item placed on the agenda.
- (b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, agreements or other items of business for the board and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be dispatched to the sheriff for delivery to each board member by the close of business each Wednesday on which an agenda meeting is held.
- (c) The board may, by majority vote, add an item not on the agenda.

(Mo. of 12-3-90, § 9; Ord. of 2-16-09)

**Sec. 1-2-90. - Informal public comments.**

The clerk to the board shall include on the agenda for each regular meeting at least thirty (30) minutes for comments or questions from the public in attendance. The chair will first recognize individuals or groups having made appointments to be heard, and then may recognize others, subject to available time. The chair may specify the time allotted to each speaker. When the time set aside for informal public comments has expired, the chair will recognize further speakers only upon motion duly made and adopted.

*(Mo. of 12-3-90, § 10)*

**Sec. 1-2-91. - Order of business.**

At regular meetings, the board shall proceed to business in the following order:

- (1) Approval of the minutes of the previous meeting.
- (2) Approval of the agenda.
- (3) Scheduled public hearings.
- (4) Informal public comments.
- (5) Administrative reports.
- (6) Committee reports.
- (7) Unfinished business.
- (8) Introduction of ordinances, resolutions and orders.
- (9) Other new business.

Without objection, the chair may call items in any order most convenient for the dispatch of business.

*(Mo. of 12-3-90, § 11)*

**Sec. 1-2-92. - Powers of the chair.**

The chair shall preside at all board meetings. To address the board, a member must be recognized by the chair. The chair shall have the following powers:

- (1) To rule on points of parliamentary procedure, including the right to rule out of order any motion offered for patently obstructive or dilatory purposes;
- (2) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- (3) To call a brief recess at any time;
- (4) To adjourn in an emergency.

*(Mo. of 12-3-90, § 12)*

*State law reference— Powers and duties of chairman, G.S. § 153A-39.*

**Sec. 1-2-93. - Presiding officer when the chair is active in debate.**

If the chair wishes to debate a proposal actively, he or she shall designate another board member or a staff member to preside. The chair shall resume the duty to preside as soon as action on the matter is concluded.

(Mo. of 12-3-90, § 13)

### **Sec. 1-2-94. - Action by the board.**

The board shall proceed by motion. Any member, including the chair, may make a motion.

(Mo. of 12-3-90, § 14)

### **Sec. 1-2-95. - Second not required.**

A motion shall not require a second.

(Mo. of 12-3-90, § 15)

### **Sec. 1-2-96. - One motion at a time.**

A member may make only one (1) motion at a time.

(Mo. of 12-3-90, § 16)

### **Sec. 1-2-97. - Substantive motion.**

A substantive motion is out of order while another substantive motion is pending.

(Mo. of 12-3-90, § 17)

### **Sec. 1-2-98. - Adoption by majority vote.**

A motion shall be adopted if approved by a majority of the votes cast, unless otherwise required by these rules or North Carolina laws.

(Mo. of 12-3-90, § 18)

### **Sec. 1-2-99. - Debate.**

The chair shall state the motion and then open the floor to debate, presiding according to these general principles:

- (1) The member making the motion or introducing the ordinance, resolution, or order may speak first.
- (2) A member who has not spoken on the issue shall be recognized before someone who has already spoken.
- (3) If possible, the debate shall alternate between opponents and proponents of the measure.

(Mo. of 12-3-90, § 19)

### **Sec. 1-2-100. - Procedural motions.**

- (a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.
- (b) In order of priority (if applicable), the procedural motions are:



- (1) *To adjourn.* The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
- (2) *To recess.*
- (3) *To call to follow the agenda.* The motion must be made at the first reasonable opportunity or it is waived.
- (4) *To suspend the rules.* The motion requires a vote equal to a quorum.
- (5) *To divide a complex motion and consider it by paragraph.*
- (6) *To defer consideration.* A substantive motion whose consideration has been deferred expires one hundred (100) days thereafter, unless a motion to revive consideration is adopted.
- (7) *To call the previous question.* The motion is not in order until there has been at least twenty (20) minutes of debate and every member has had one (1) opportunity to speak.
- (8) *To postpone to a certain time or day.*
- (9) *To refer to committee.* Sixty (60) days after a motion has been referred to committee, the introducer may compel consideration of the measure by the entire board, regardless of whether the committee has reported the matter back to the board.
- (10) *To amend.* An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.
- (11) *To revive consideration.* The motion is in order at any time within one hundred (100) days of a vote deferring consideration. A substantive motion on which consideration has been deferred expires one hundred (100) days after the deferral, unless a motion to revive consideration is adopted.
- (12) *To reconsider.* The motion must be made at the same meeting where the original vote was taken, and by a member who voted with the prevailing side. It cannot interrupt deliberation on a pending matter but is in order any time before adjournment.
- (13) *To prevent reconsideration for six (6) months.* The motion shall be in order only immediately following the defeat of a substantive motion. It requires a vote equal to a quorum and is valid for six (6) months or until the next regular election of county commissioners, whichever occurs first.

(Mo. of 12-3-90, § 20)

#### **Sec. 1-2-101. - Renewal of motion.**

A defeated motion may not be renewed at the same meeting.

(Mo. of 12-3-90, § 21)

#### **Sec. 1-2-102. - Withdrawal of motion.**

A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

(Mo. of 12-3-90, § 22)

#### **Sec. 1-2-103. - Duty to vote.**

It is the duty of each member to vote unless excused by a majority vote according to law. The board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the chair who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

(Res. of 4-20-98, § 23; Res. of 8-16-10)

*Editor's note—*

Res. of April 20, 1998, § 23, repealed § 1-2-103, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 1-2-103 pertained to similar subject matter and derived from Mo. of Dec. 3, 1990, § 23.

*State law reference—* Members excused from voting, G.S. § 153A-44.

#### **Sec. 1-2-104. - Prohibition of secret voting.**

No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, when they may be destroyed.

(Mo. of 12-3-90, § 24)

#### **Sec. 1-2-105. - Action by reference.**

The board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted on.

(Mo. of 12-3-90, § 25)

#### **Sec. 1-2-106. - Introduction of ordinances, resolutions, and orders.**

A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda, regardless of whether it is actually considered by the board, and its introduction shall be recorded in the minutes.

(Mo. of 12-3-90, § 26)

*State law reference—* Adoption of ordinances, G.S. § 153A-45.

#### **Sec. 1-2-107. - Adoption, amendment, or repeal of ordinances.**

To be adopted at the meeting where it is first introduced, an ordinance or an action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the board of commissioners. If the proposed measure is approved by a majority but not by all the members of the board, or if the measure is not voted on at that meeting, it shall be considered at the next regular meeting of the board. If it then or at any time thereafter within one hundred (100) days of its introduction receives a majority of the votes cast, the measure is adopted.

(Mo. of 12-3-90, § 27)

### **Sec. 1-2-108. - Quorum.**

A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

(Mo. of 12-3-90, § 28)

*State law reference—* Quorum, G.S. § 153A-43.

### **Sec. 1-2-109. - Public hearings.**

Public hearings required by law or deemed advisable by the board shall be organized by a special order, adopted by a majority vote, setting forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair shall declare the hearing ended and the board shall resume the regular order of business.

*State law reference—* Conduct of public hearings, G.S. § 153A-52.

(Mo. of 12-3-90, § 29)

### **Sec. 1-2-110. - Quorum at public hearings.**

A quorum of the board must be present at all public hearings required by law.

(Mo. of 12-3-90, § 30)

### **Sec. 1-2-111. - Minutes.**

Minutes shall be kept of all board meetings.

(Mo. of 12-3-90, § 31)

*State law reference—* Minutes to be kept, G.S. § 153A-42.

### **Sec. 1-2-112. - Appointments.**

The board shall use the following procedure to make appointments to fill vacancies in the board itself or in other boards and public offices over which the board has power of appointment.

The chair shall open the floor to nominations, whereupon the members shall put forward and debate names of possible appointees. After the debate, the chair shall call the roll of the members, and each member shall vote. The votes shall not be tallied until each member has voted.

Each vote shall be decided by a majority of the valid ballots cast (a majority is determined by dividing the number of valid ballots cast by two (2) and taking the next highest whole number). It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so does not invalidate that member's ballot.

(Mo. of 12-3-90, § 32)

**State law reference**— Vacancies on board of commissioners in certain counties, G.S. § 153A-27.1; applicability to Brunswick, G.S. § 153A-27.1(h).

**Sec. 1-2-113. - Reference to Robert's Rules of Order.**

To the extent not provided for in, and not conflicting with the spirit of, these rules, the chair shall refer to RRO to resolve procedural questions.

(Mo. of 12-3-90, § 33)

**Secs. 1-2-114—1-2-120. - Reserved.**

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**FOOTNOTE(S):**

<sup>(4)</sup> **Editor's note**—An ordinance adopted December 3, 1990, did not specifically amend this Code; hence, inclusion as Ch. 1-2, Art. IV, Div. 2 was at the discretion of the editor. (Back)

<sup>(4)</sup> **State Law reference**— Board may adopt its own rules of procedure, G.S. § 153A-41. (Back)

## BENCHMARK 34

One of the powers and duties granted to the Board of Health by statute is the authority to adopt rules that may be necessary to protect and promote the public health within the jurisdiction of the department. This benchmark examines the readiness of the BOH to fulfill that duty and seeks to ensure that the BOH has the proper procedures in place to examine the need for rules and then to adopt them as necessary

<b>Standard: Governance</b>
<b>Benchmark 34:</b> The local board of health shall exercise its authority to adopt and enforce rules necessary to protect and promote the public's health.
<b>Activity 34.1:</b> The local board of health shall have operating procedures which shall comply with state law.
<b>Documentation:</b> <ul style="list-style-type: none"> <li>Operating procedures consistent with the content in the Operating Procedures document located on the Accreditation website.</li> </ul>
<b>INTERPRETATION</b>  <b>Intent</b> Activities and procedures of the board of health need to be clearly defined and must not conflict with state law, since there are powers and responsibilities that are defined by statute. BOH members need to be familiar with their roles, opportunities and limitations. This activity requires that the BOH have operating procedures in place and that those procedures are legally sound.  <b>Guidance</b> This activity requires that the BOH have Operating Procedures. Although the BOH may have Bylaws, a set of Bylaws alone will not meet the requirements of this activity. There have been past concerns that local health departments may include items in bylaws that do not comply with state statutes. The Institute of Government recommends that the BOH have operating procedures instead of bylaws. An Operating Procedures template is located on the NCLHDA website. It has been reviewed by the Institute of Government and is free of any potential legal problems. Please note that in many instances a BOH will usually repeal their Bylaws and replace them with the Operating Procedures.  The Operating Procedures template is based on guidance found in the Institute of Government's Suggested Rules of Procedure for Small Local Government Boards. The Institute of Government's suggested Rules say Boards should consult Robert's Rules for guidance on parliamentary issues not covered by the Institute of Government Rules. Thus, a Board cannot avoid using Robert's Rules by using the Institute of Government guide. The guide refers the BOH back to Robert's Rules.
<b>SVT Review and Guiding Questions</b> <ul style="list-style-type: none"> <li>Were operating procedures available?</li> <li>Review operating procedures.</li> </ul>
<b>References</b> CA NCGS

<b>Standard: Governance Standard: Governance</b>
<b>Benchmark 34:</b> The local board of health shall exercise its authority to adopt and enforce rules necessary to protect and promote the public's health.
<b>Activity 34.2:</b> The local board of health shall review its operating procedures annually.
<b>Documentation:</b> <ul style="list-style-type: none"> <li>Board of health meeting minutes indicating review of operating procedures within the last 12 months.</li> </ul>

**Re-Accreditation Documentation:**

- Board of health meeting minutes indicating annual review of operating procedures.

**INTERPRETATION****Intent**

While Activity 34.2 requires the BOH to have operating procedures, this activity requires that the procedures be reviewed annually. It is important that any guidance for operations of the BOH be kept current and reflects the actual methods and procedures used in the work of the BOH. It is also important to review the procedures to determine if possible changes need to be considered. This activity ensures that the review process is done on a regular schedule.

**Guidance**

The required evidence for this activity is the BOH minutes that document discussion regarding the review of the operating procedures previously adopted by the board. There is no requirement that the procedures must have been revised, but they should be reviewed. If the procedures have been revised, it is acceptable to include a signed and dated copy of the revised procedures with the evidence for this activity. However it is not necessary as the operating procedures submitted in activity 34.1 should be the most recent version that has been adopted by the BOH.

For an agency going through initial accreditation, the operating procedures may have been adopted within the past 12 months of the site visit. There is no need to have a review if this is the case. The BOH may conduct a review prior to the site visit or it may place a statement in the resource file noting the recent adopting of the operating procedures. Note that there must be an annual review beginning in the next year.

There should be evidence available showing that the operating procedures have been reviewed each year since adoption. For Re-Accreditation, there must be documentation showing the annual review each year since the previous site visit.

**SVT Review and Guiding Questions**

- Were BOH meeting minutes presented showing that the Operating Procedures have been reviewed?
- For Re-accreditation, was there meeting minutes indicating annual review of operating procedures for each year since the previous site visit?

**References**

CA  
NCGS

**Standard: Governance**

**Benchmark 34:** The local board of health shall exercise its authority to adopt and enforce rules necessary to protect and promote the public's health.

**Activity 34.3:** The local board of health shall have access to legal counsel.

**Documentation:**

- Copy of contract, letter of agreement, correspondence, or other evidence verifying access to legal counsel.

**INTERPRETATION****Intent**

Boards of health have several powers that may require the advice of an attorney. Since the BOH, has statutory requirements including rule-making authority, there may be times when it is imperative that the board consult legal counsel. There must be legal expertise available to the BOH when needed and board members should



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

068

**TO:** Board of Commissioners  
**FROM:** Ann Hardy, Director of Fiscal Operations  
Ext. # 2060

**ACTION ITEM #:** V-J  
**MEETING DATE:** 5/6/13  
**DATE SUBMITTED:** 4/30/13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Community Oriented Policing Services-Grant Application 2013-For Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

**Background Information**

The FY 2013 original county budget did not include an appropriation for elementary school resource officers. School resource officers were placed in all county elementary schools after the tragedy at Sandy Hook. The FY 13 budget was amended to fund the 9 additional school resource officers for the elementary schools.

**Current Situation**

The Brunswick County Sheriff's office requests to apply for a Community Oriented Policing Services Grant through the COPS-Hiring Program Application for 2013. The county matching funds are included in the FY2014 recommended budget to be presented on May 20, 2013. The attached grant application is for \$322,114 of grant funds with a county match of \$107,371 for a total of \$429,485.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends approval for the Sheriff to submit the grant application.



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

---

**ATTACHMENTS:**

1. COPS Hiring Program Application 2013
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**



# Grant Application Package

Opportunity Title:	COPS-Hiring-Program-Application-2013
Sponsoring Agency:	Community Oriented Policing Services
CFDA Number:	16.710
CFDA Description:	Public Safety Partnership and Community Policing Grants
Opportunity Number:	COPS-HIRING-PROGRAM-APPLICATION-2013
Competition ID:	
Opportunity Open Date:	04/22/2013
Opportunity Close Date:	05/23/2013
Agency Contact:	COPS Office Response Center Phone: 1-800-421-6770 Email: AskCOPSRC@usdoj.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application, and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name: Lt. Mark Trull

## Mandatory Documents

Move Form to Complete

Move Form to Delete

## Mandatory Documents for Submission

Application for Federal Assistance (SF-424)  
COPS Short Application Attachment to SF-424

## Optional Documents

Move Form to Submission List

Move Form to Delete

## Optional Documents for Submission

## Instructions

- Enter a name for the application in the Application Filing Name field.
  - This application can be completed in its entirety offline, however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.
  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- Click the "Save & Submit" button to submit your application to Grants.gov.
  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active, click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission

4. Applicant Identifier:

NC01000

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name:

Brunswick County Sheriffs Office

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

566000278

\* c. Organizational DUNS:

0915713490000

d. Address:

\* Street1:

70 Stamp Act Dr

Street2:

PO Box 9

\* City:

Bolivia

County/Parish:

Brunswick

\* State:

NC: North Carolina

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

28422-0009

e. Organizational Unit:

Department Name:

Brunswick County Sheriffs Offi

Division Name:

School Resource Officers

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Steven

Middle Name:

M

\* Last Name:

Trull

Suffix:

Title:

Lt.

Organizational Affiliation:

\* Telephone Number:

9102532756

Fax Number:

9102532709

\* Email:

sttrull@brunsc.net

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

**Type of Applicant 2: Select Applicant Type**

**Type of Applicant 3: Select Applicant Type**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

Community Oriented Policing Services

**11. Catalog of Federal Domestic Assistance Number:**

16.710

**CFDA Title**

Public Safety Partnership and Community Policing Grants

**\* 12. Funding Opportunity Number:**

COPS-HIRING-PROGRAM-APPLICATION-2013

**\* Title:**

COPS-Hiring-Program-Application-2013

**13. Competition Identification Number:**

**Title**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Areas In Brunswick County.doc

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

School Resource Officer Placements

Attach supporting documents as specified in agency instructions

Add Attachments

Delete Attachments

View Attachments

## Application for Federal Assistance SF-424

## 16. Congressional Districts Of:

\* a. Applicant NC-007

b. Program/Project NC-007

Attach an additional list of Program/Project Congressional Districts if needed

Add Attachment

## 17. Proposed Project:

\* a. Start Date 08/01/2013

\* b. End Date 06/15/2016

## 18. Estimated Funding (\$):

* a. Federal	322,114.00
* b. Applicant	
* c. State	
* d. Local	107,371.00
* e. Other	
* f. Program Income	
* g. TOTAL	429,485.00

## \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372

## \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes☒ No

If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

## Authorized Representative:

Prefix

\* First Name

Steven

Middle Name

M

\* Last Name

Trull

Suffix

\* Title

Lt.

\* Telephone Number

9102532756

Fax Number

9102532709

\* Email

mtrull@brunco.net

\* Signature of Authorized Representative

Completed by Grants.gov upon submission

\* Date Signed

Completed by Grants.gov upon submission

## COPS Application Attachment to SF-424

### Section 1: COPS PROGRAM REQUEST

**Federal assistance is being requested under the following COPS program:**

*Select the COPS grant program for which you are requesting federal assistance. A **separate application must be completed for each COPS program for which you are applying.** Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.*

#### ONLY ONE PROGRAM OPTION MAY BE CHECKED

- ☒ COPS Hiring Program
- ☐ Community Policing Development
- ☐ Micro Grants for Law Enforcement Agencies

**Applicant ORI Number:**

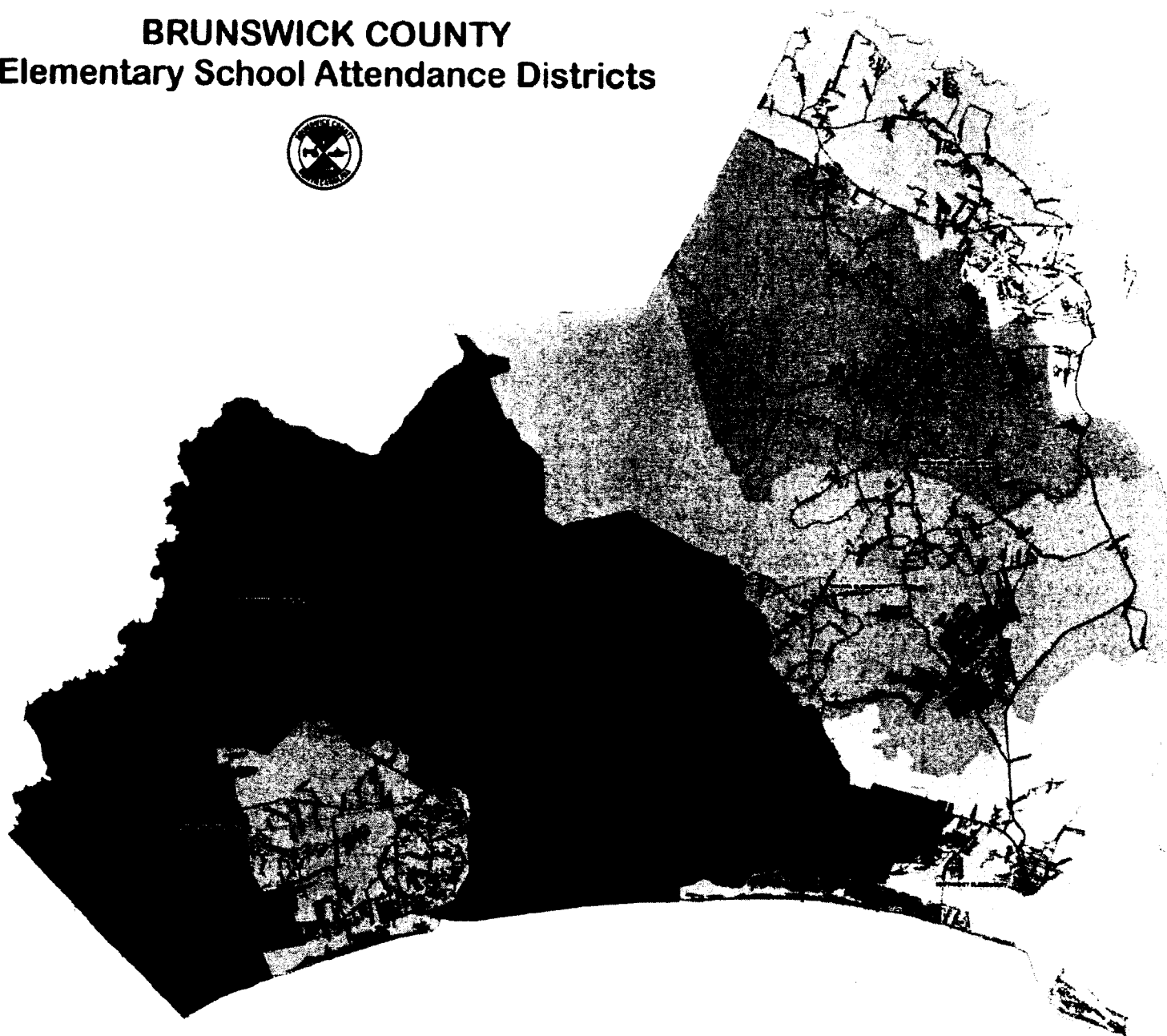
NC01000

**Re-enter Applicant ORI Number:**

NC01000

*The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."*

# BRUNSWICK COUNTY Elementary School Attendance Districts



## Legend

- 1. District 1
- 2. District 2
- 3. District 3
- 4. District 4
- 5. District 5
- 6. District 6
- 7. District 7
- 8. District 8
- 9. District 9
- 10. District 10

Prepared by Brunswick County GIS Dept  
Thursday, October 8, 2009 10:32:15 AM  
I:\Work\GIS\Projects\GIS\Projects\ElementarySchoolDistricts.mxd

Brwnswick County GIS Dept is not responsible for any errors or omissions in this map. The map is for informational purposes only and should not be used for any other purpose.

07/15

Areas that would be affected by this grant consist of the following:

Brunswick County

Municipalities within Brunswick County that would be affected are:

Leland  
Navassa  
Northwest  
Belville  
Sandy Creek  
Boiling Spring Lakes  
Southport  
Caswell Beach  
Oak Island  
Bolivia  
Holden Beach  
Shallotte  
Ocean Isle Beach  
Sunset Beach  
Calabash  
Carolina Shores  
Bald Head Island  
Varnum Town

		Positions	Total
Deputy, Grade 63, Range Minimum	\$ 32,372.00	9	\$ 291,348.00
FICA 7.65%	2,476.46	9	\$ 22,288.12
Retirement and 401k 11.94%	3,865.22	9	\$ 34,786.95
Life Insurance	100.00	9	\$ 900.00
Health Insurance	8,800.00	9	\$ 79,200.00
Disability Insurance .33%	106.83	9	\$ 961.45
Total	<u>\$ 47,720.50</u>		<u>\$ 429,484.52</u>

Assumes 40 hours per week, no overtime and no work on holidays



078

*County of Brunswick*  
*Office of the County Commissioners*



**MAY IS MENTAL HEALTH MONTH**

**WHEREAS**, mental health is essential to everyone's overall physical health and emotional well-being; and

**WHEREAS**, mental illness will strike one in four Americans in a given year regardless of age, gender, race, ethnicity, religion or economic status; and

**WHEREAS**, people who have mental illness do recover and lead full, productive lives, but the stigma surrounding mental illness can prevent people from seeking the medical attention they need; and

**WHEREAS**, all Americans, including combat veterans and hurricane victims, are vulnerable to chronic mental health problems associated with trauma and can benefit greatly from early identification and treatment; and

**WHEREAS**, forty-percent of those with mental illness have been arrested one or more times, and one in three of those experiencing homelessness also suffer from severe mental illness; and

**WHEREAS**, an estimated two-thirds of adults and young people who have mental health disorders are not receiving the help they need and nearly 30,000 American lives are lost each year to suicide and mental illness; and

**WHEREAS**, the cost of untreated and mistreated mental illness and addictive disorders to American businesses, governments and families has grown to over \$100 billion annually; and

**WHEREAS**, community-based services that respond to the needs of the individual and family are cost-effective and beneficial to consumers and the community; and

**WHEREAS**, Mental Health Month is observed every May nationwide by advocacy organizations to raise awareness and understanding of issues related to mental health and to eliminate the stigma associated with seeking mental health services.

**NOW, THEREFORE, BE IT PROCLAIMED THAT**, the Brunswick County Board of Commissioners do hereby proclaim May 2013, as **Mental Health Month** in Brunswick County and call upon the citizens, government agencies, public and private institutions, businesses, and schools in Brunswick County to recommit to increasing awareness and understanding of mental illness and the need for accessible services for all people who suffer from mental disorders.

\_\_\_\_\_  
Phil Norris, Chairman  
Brunswick County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Deborah Gore, NCCCC  
Clerk to the Board

*County of Brunswick*  
*Office of the County Commissioners*

079



**National Preservation Month**  
**PROCLAMATION**

**WHEREAS**, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, "See! Save! Celebrate!" is the theme for National Preservation Month 2013, cosponsored by Historic Wilmington Foundation and the National Trust for Historic Preservation

**NOW, THEREFORE**, be it proclaimed May 2013 as "National Preservation Month" and call upon the people of Brunswick County are called upon to join their fellow citizens across the United States in recognizing and participating in this special observance.

---

Phil Norris, Chairman  
Brunswick County Commissioners

ATTEST:

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Deborah Gore, NCCCC  
Clerk to the Board

*County of Brunswick*  
*Office of the County Commissioners*

000



**RESOLUTION IN HONOR OF WILBER EARL RABON**

**WHEREAS**, there are many sons of Brunswick, but those who have made the road better for others are not as many, and those who have made Brunswick a better place to live, work or grow are even fewer, and

**WHEREAS**, there was one son, **WILBER EARL RABON**, who truly loved Brunswick County, and fought for it nearly his whole life, even while he was in school, graduating from Bolivia High School, and furthering his education at North Carolina State University, and although he was employed at Federal Paper Company in Riegelwood, he served with distinction on the Brunswick County Board of Education, the Brunswick County Board of Commissioners, the Southeastern Area Mental Health Board, the Southeastern Economic Development Commission, the North Carolina Highway Commission, and the North Carolina Department of Transportation Board, and represented the interests of Brunswick County citizens well and effectively in all of those tenures, and he also served on the Board of Directors of Security Savings Bank for many years, and he was an honored recipient of the Order of the Long Leaf Pine, and

**WHEREAS**, service was a recurring theme in his life, he also sought to promote community and peer support, having been a member of the Orient Masonic Lodge 395 for 47 years, having been an active member of the Sudan Temple of New Bern, and a charter member of the Brunswick County Shrine Club, and

**WHEREAS**, his service obligations was a part of his fabric, having maintained and strengthened a marriage to Doris Anderson Rabon, his high school sweetheart, for sixty-two years, proving to his neighbors and community the blessings of remaining steadfast, constant and true, and

**WHEREAS**, the Brunswick County Commissioners wish to honor the memory of this native son by permanent fixture to the County he loved so well.

**THEREFORE**, the Brunswick County Commissioners, meeting in Regular Session, do request that the North Carolina Department of Transportation join in this tribute and name the overpass bridge at the junction of I-140 and US 17 in Winnabow the Wilber Earl Rabon Bridge, in honor of a good man, a great teacher, and a leader of integrity.

**This the 6<sup>th</sup> day of May, 2013.**

---

Phil Norris, Chairman  
Brunswick County Commissioners

Attest:

---

Deborah Gore, NCCCC  
Clerk to the Board



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**

2013

081

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VII-1

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☒ YES ☐ NO

Unified Development Ordinance Text Amendment UDO-13-02

---

**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Unified Development Ordinance Text Amendment be included on your 06-May-13 Agenda for a Public Hearing, Second Reading, and Adoption at 6:30 p.m.

The Planning Board held a Public Hearing on 11-Mar-13.

Item 1

Amend Article 8, Subdivision Standards, Section 8.9.4,F,2., Multiple Types of Terminal Access Streets, to consider options for reducing cul-de-sac radius requirements and adjusting the cul-de-sac throat requirements.

Mr. Pages addressed the Board. He stated that there was a discussion at the 11-Feb-13 Planning Board meeting to reduce the cul-de-sac width in the unincorporated areas of Brunswick County. He said the Board made comments to the proposed changes and suggested that two (2) options be advertised for consideration at a Public Hearing.

Mr. Pages said **Option 1** (attached) is consistent with the North Carolina Department of Transportation's (NCDOT) standards. Option 1 has a cul-de-sac width of thirty-five feet (35') to the back of the curb. He further stated that a notation is included that says, "If no curbing is proposed, pavement shall extend 35' to edge of asphalt." Mr. Page said the 35' is applied to the back of a drivable curb (e.g., ribbon curbing or valley). Mr. Pages said the arc length at the throat of the curb has been increased for both cul-de-sacs and the hammerhead turnaround. Mr. Pages said the "Y" Turnaround was included as another alternative type of access street, which is consistent with the International Fire Code.

Mr. Pages said **Option 2** (attached) is proposing a cul-de-sac with a forty foot (40') radius to the back of the curb. He said this proposal includes a notation that says, "If no curbing is proposed, pavement shall extend 40' to edge of asphalt." He stated that the throat angles and throat arc lengths mirror Option 1.

Mr. Jordan said the drivable curb is not the principal type of curbing that is installed. He stated that the proposed option(s) do not specifically address drivable curb(s). The Chairman agreed that there could be some confusion based on the type of curbing used as the option(s) does not specifically address drivable curbing. The Chairman felt that the Board should make sure it is spelled out.

Mr. Candler said there were discussions at the previous meeting that people on a cul-de-sac have a tendency to use the entire cul-de-sac and the breakdown occurs at the edge of the cul-de-sac. Mr. Candler said the Board discussed ribbon material as a potential resolution to shore up the edge of the cul-de-sac. The Chairman interjected that was to be elective and not mandatory. Mr. Jordan indicated that in NCDOT's standard the 35' is to the edge of the pavement (EOP), but the proposed option(s) includes 35' and/or 40' radius if there is a flat curb. Mr. Pages said it was presented this way last month and the Board agreed that the drivable surface should be included in the radius. Mr. Jordan said the proposed option(s) do not address flat curbing being considered as part of a drivable area. The Chairman interjected that there are two (2) types of drivable curbing, which is a valley curb and flat curb. The Chairman suggested the option(s) say edge of pavement (EOP) with a footnote saying, "If curbing is desired, the minimum radius is to the edge of pavement. If there is drivable curbing, it would be included in the radius." Mr. Jordan said the Board discussed including the flat curb rather than the valley curb. The Chairman asked Mr. Jordan if he would be amenable to the footnote referencing flat curbing only and Mr. Jordan concurred.

Mr. Cameron Moore, Brunswick Alliance for a Sound Economy (BASE), addressed the Board on behalf of the Brunswick County Homebuilders Association and Brunswick County Landowners Association. Mr. Moore said Option 1 is more in line with NCDOT's standards and he was in favor of Option 1 as it allows for advantages regarding road construction.

With no further comments, the Chairman closed the Public Hearing. He suggested the seventeen foot (17') on the center island be changed to fifteen foot (15') maximum on the center island to provide better ease of a vehicle maneuvering in the cul-de-sac. Mr. Candler made a motion to recommend **Option 1** with a 15' maximum on the center island and the motion was unanimously carried.

---

**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PRE-AUDIT CERTIFICATION REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
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**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Dr. James Graham, Jr., Denny Jordan, and Troy Price

**Members Absent:** Eric Dunham and Cynthia Henry

Planning Staff recommends approval.

Planning Board recommends approval [6 to 0 with Eric Dunham and Cynthia Henry being absent].

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Recommend the Board of Commissioners accept the recommendation of the Planning Board.  
Approve Option 1 with a 15' maximum.



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

083

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**ATTACHMENTS:**

1.     None. \_\_\_\_\_
2.     \_\_\_\_\_
3.     \_\_\_\_\_
4.     \_\_\_\_\_
5.     \_\_\_\_\_
6.     \_\_\_\_\_
7.     \_\_\_\_\_
8.     \_\_\_\_\_
9.     \_\_\_\_\_
10.    \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**AN ORDINANCE AMENDING THE BRUNSWICK COUNTY  
UNIFIED DEVELOPMENT ORDINANCE**

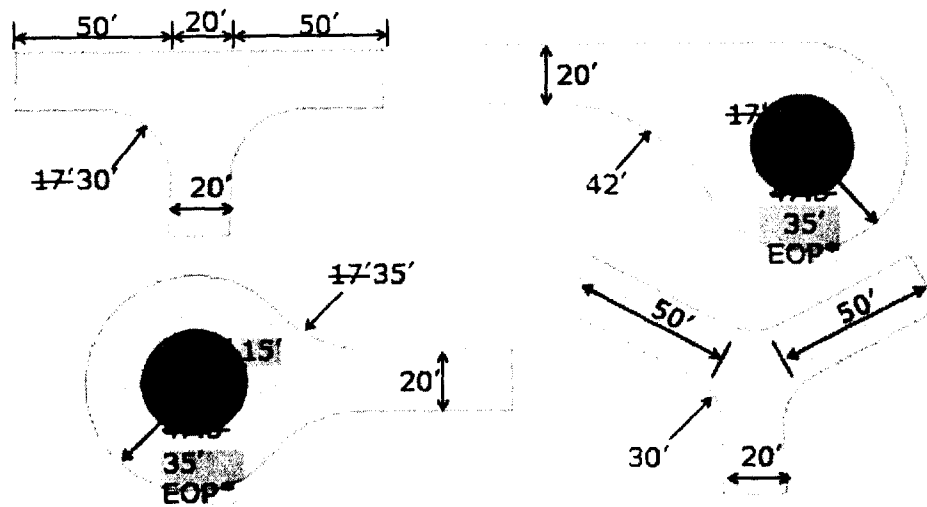
The Brunswick County Board of Commissioners in regular session duly assembled does hereby ordain:

The Brunswick County Unified Development Ordinance is hereby amended as follows:

1). Amend Article 8, Subdivision Standards, Section 8.9.4.F.2., Multiple Types of of Terminal Access Streets, as follows:

**Section 8.9.4.F.2., Multiple Types of Terminal Access Streets**

**Cul-De-Sac With 35 Foot Radius (NCDOT)**



\* EOP = Edge of Pavement

"Y" Turnaround

**Note:** If ribbon (flat) drivable curbing is proposed then the curbing may be included in the 35' radius.





Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

086

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VII-2

**FROM:** J. Leslie Bell, AICP, HDPF  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☒ YES ☐ NO

Map Amendment Z-13-705 and Unified Development Ordinance Text Amendment UDO-13-03

---

**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Unified Development Ordinance Text Amendment be included on your 06-May-13 Agenda for a Public Hearing, Second Reading, and Adoption at 6:30 p.m.

The Planning Board held a Public Hearing on 11-Mar-13.

Item 1

Amend Article 4, Zoning Districts, Section 4.12.5., Corridor Development Standards CDS-1 and CDS-2 Overlay Districts, to consider options for either 1) eliminating, or 2) making no changes, or 3) revising standards for non-residential, multi-family, and mobile home park developments located in the CDS-1 and CDS-2 Overlay Districts.

The Chairman said staff mailed numerous letters to property owners within six hundred sixty feet (660') of major corridors (US 17, US 74/76, NC 211, NC 133, NC 130, and NC 904) in the County that are within the Corridor Development Standards 1 and 2 Overlay Districts.

Mr. Bell addressed the Board. He explained to the audience why they received a letter and how they may or may not be affected. He proceeded to define Corridor Development Standards Overlay Districts and the proposed options (Option 1 is no change to the current CDS-1 and CDS-2 Overlay District Development Standards; Option 2 proposes changes to the percentage of allowable parking in the front yard setback, an increase in the landscaping interval, and an increase in the street buffer depth with plantings; and Option 3 is to eliminate the CDS-1 and CDS-2 Overlay District Standards and let the underlying base zoning district development standards apply to each property according to the property's designated base zoning district). Mr. Bell provided photographs of different sites within the County under the CDS standards as well as a site complying with only the underlying zoning district.

Mr. Pages addressed the Board. He discussed Option 2 with the potential changes to the current standards. Mr. Pages provided photographs (attached) on an overhead projector utilizing Option 2 indicating street buffer requirements, parking within the front yard setbacks, and landscaping requirements.

The Chairman opened the Public Hearing.

Mr. J. W. Suggs addressed the Board. Mr. Suggs was concerned with additional traffic in West Trace

Subdivision. Mr. Bell said Mr. Suggs may be talking about the re-alignment of Long Beach Road. The Chairman suggested that Mr. Suggs contact staff about potential road improvements because they can provide information regarding plans the NCDOT may have about such.

Mr. John Nichols, owner of property on NC 211, addressed the Board. Mr. Nichols said he currently has an approved development plan on one (1) of his properties, but he has not begun construction on the property. Mr. Nichols said he would not meet the proposed minimum requirements of Option 2 should he have to re-apply for approval of his proposed project. He stated that the property is 0.42 acres and the current CDS Overlay is very restrictive on smaller lots. Mr. Nichols said he is in favor of Option 3, but if the Board decided to go with another option he suggested that parcels an acre or less should be exempted or leave the allowable parking percentage in the front yard setback as is.

Mr. Frank Morrison addressed the Board. Mr. Morrison said he lives in Supply and his family has commercial property along US 17 (Ocean Highway). Mr. Morrison said is in favor of Option 3 or Option 1, at minimum.

Ms. Sina Vereen addressed the Board. Ms. Vereen asked if the buffer area is unusable space and Mr. Candler replied, yes. Ms. Vereen said she has had property in the past that was taken by the State. Ms. Vereen said she was opposed to giving up any additional property and she was if favor of Option 3.

Mr. Bobby Faircloth addressed the Board. Mr. Faircloth said he currently owns less two (2) acres on US 17 (Ocean Highway) and he was in favor of Option 3. He said he does not have enough room at the current time to construct a building unless he can have parking in the front yard.

Mr. James Hardy addressed the Board. Mr. Hardy was concerned with property less than one (1) acre not having sufficient area to develop for commercial purposes. He was in favor of Option 3. Mr. Hardy asked why NC 87 was not included as a major corridor because it is a heavily traveled road? The Chairman interjected that the Board wants to hear what the public has to say on the matter.

Mr. C. W. Hamilton addressed the Board. Mr. Hamilton was concerned with smaller lots not having sufficient space to develop for commercial purposes. He suggested that the proposed standards apply to more than five (5) acres or the standards be eliminated.

Mr. Jerome Munna addressed the Board. Mr. Munna said he owns a sign shop on US 17 (Ocean Highway) on one-third (1/3) of an acre. He stated that his parking area was reduced when US 17 was four-laned. Mr. Munna was in favor of Option 3.

Ms. Marva Moss addressed the Board on behalf of her mother. Ms. Moss said her mother's property is 1.5 acres and the buffer requirement takes away from the property because it is an area that cannot be used. She felt that the proposed standards take away people's rights to develop their property.

Mr. Cameron Moore, representative for BASE, addressed the Board. Mr. Moore felt that there is not enough flexibility to develop on property and he was in favor of Option 3.

Ms. Annette Laska addressed the Board. Ms. Laska asked where the potential option(s) came from? The Chairman stated that the County adopted the Transportation Overlay Zone (TOZ) in 2000 as part of the Brunswick County Zoning Ordinance (Zoning Ordinance). He stated that the Brunswick County Unified Development Ordinance (UDO) was later implemented in 2007 and the CDS Overlay Districts were included in the UDO. He further stated that these are additional standards imposed on properties on certain corridors as well as the underlying zoning district. Ms. Laska asked if the County is choosing to impose these additional requirements? The Chairman replied, yes. He further stated that the additional requirements are not mandated by the State.

Mr. Jim Lewis, T.J. Bell Electric, addressed the Board. He stated that he moved here twenty-five (25) years ago and invested in the County. Mr. Lewis said the proposed requirements are good for some, but not good for all. He reiterated that some of his property was taken by the State for road improvements. Mr. Lewis said he spoke with Mr. Bell and he was told that his use is grandfathered. Mr. Lewis felt that the CDS Overlay Districts should be eliminated. Mr. Lewis said he moved to the area to get away from excessive rules.

Mr. Don Stephenson addressed the Board. Mr. Stephenson stated that his family owns two (2) commercial properties in the County. He said the current zoning and State requirements in place are sufficient regulations to provide adequate protection to public health and safety. He suggested that Option 3 be selected because the current and proposed changes are a hardship for small businesses.

Mr. Steve Parker addressed the Board. Mr. Parker said he has lived in Brunswick County all his life and he wants to give his property (15 acres) to his children. He stated that his sister sold her property and he has had to deal with a developer regarding road access. Mr. Lewis was in favor of Option 3.

Mr. Monty Tally, owner of property on NC 211, addressed the Board. Mr. Tally reiterated that the current and proposed requirements are too restrictive for small businesses. He was concerned with the minimum use of parking in the front yard. Mr. Tally said he would not be able to rebuild his business if Option 2 is adopted. He felt that the tax values will be impacted if Option 2 is selected. Mr. Tally reiterated that State and zoning regulations are sufficient requirements.

Mr. Louie Lewis addressed the Board. Mr. Lewis said he is concerned that his children and grandchildren will not be able to develop their inherited property if the CDS Overlay District requirements are not eliminated.

Mr. Steve Williams, property owner on NC 130, addressed the Board. Mr. Williams said there is commercial property on both sides of his property. He said water backs up on his property, which is less than 1 acre. Mr. Williams said he has sought help from the State throughout the years regarding the stormwater runoff to no avail. Mr. Williams said he is in favor of Option 3.

Mr. Joey Taylor, representative for Campbell Oil Company, addressed the Board. He stated that they own several commercial tracts in the County that are less than 1 acre and they have limited space with the current regulations. Mr. Taylor said they are in favor of Option 3.

The Chairman asked for a show of hands of those in the audience that are in favor of Option 3 and the majority of the audience raised their hands. The Chairman asked if there is anyone else that would like to address the Board on any matters not previously mentioned by the other speakers? With no further comments, the Chairman closed the Public Hearing.

Mr. Bell re-addressed the Board. He stated that staff understands based on comments tonight that there are concerns regarding constraints on properties less than 1 acre, but feels some standards are needed to protect the corridors in the County. He discussed visuals (attached) for Non-CDS/Conventional parcels. Mr. Bell said staff recommends the following:

- Keep Current CDS for, at minimum, the following:
  - Hwy 17
  - Hwy 74/76
  - Consider Hwy 211 from Supply to Southport (Planned 4-Lanes)
- Consider 25' Front Setback Instead of 45' When:
  - Parking is in the side or rear [Addresses Smaller Lots].

- Discuss Status of Other Roads
  - NC 130
  - NC 133
  - NC 904

Mr. Bell stated that as recent as January 2013, Horry County, SC adopted a US 17 Corridor for the southern portion of US Hwy 17 in Horry County. Mr. Jordan said he has reviewed the CDS Overlay Districts extensively and the TOZ was in place prior to the UDO. Mr. Jordan felt that the conventional/non-CDS is adequate and the CDS Overlay Districts are not needed at this time. He further stated that the TOZ was put in place to protect the major corridors because there were no buffer requirements in place at that particular time. He reiterated that there are buffer requirements to protect the public safety and welfare. Mr. Jordan was concerned with the potential of the County losing commercial development to New Hanover County and Myrtle Beach, SC because the CDS Overlay Districts make it difficult for a developer to build on smaller lots.

Mr. Candler said there is not a lot of industry in the County, small businesses are unable to develop as a result of the CDS Overlay Districts, and the CDS has been bad from the beginning. Dr. Graham agreed that the CDS Overlay Districts should be eliminated to promote small businesses in the County.

Mr. Jordan said the Board can address any potential changes should elimination of the CDS pose a problem with development of property(ies) in the future. The Chairman said he brought this matter up for discussion as he has received calls and comments from several citizens throughout the County regarding the additional requirements imposed by the CDS Overlay Districts. The Chairman said he received calls from some of the Board of Commissioners with similar calls they received from citizens. He stated that the overlay development standards were developed with the intent to reduce or eliminate commercial strip development and visual clutter, minimize excessive driveway cuts, protect interconnectivity and/or joint access opportunities to improve safety, and encourage development that strengthen the physical character and image of the most visible and heavily traveled road corridors in Brunswick County. He felt that the underlying zoning districts provides sufficient regulations for commercial/industrial development. The Chairman said he is not an advocate of taking an individual's property. He further stated that NCDOT has regulations [and procedures] in place now to address commercial and/or industrial uses in conjunction with the County's minimum requirements. He said the UDO is a living document and it must serve the citizens of the County for the times we live in. The Chairman said he supports eliminating the CDS Overlay Districts.

Mr. Long made a motion to recommend to the Board of Commissioners to approve Option 3 to eliminate the CDS-1 and CDS-2 Corridor Overlay District Standards and let the underlying base zoning district development standards apply to each property according to the property's designated base zoning district and the motion was unanimously carried.

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#### **FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

---

#### **CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES☐ NO☒ N/A**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Dr. James Graham, Jr., Denny Jordan, and Troy Price

**Members Absent:** Eric Dunham and Cynthia Henry

Planning Staff recommends approval.

Planning Board recommends approval [6 to 0 with Eric Dunham and Cynthia Henry being absent].

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Recommend the Board of Commissioners adopt the Planning Board recommendation.

**ATTACHMENTS:**

1. Three (3) Proposed Corridor Development Standards Options.
2. Illustrations for Option 2 for CDS-1 and CDS-2 Overlay Districts, Conventional Commercial Development Standards, and Consideration of Shallow Lots with Wide Road Frontage.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**ATTEST:****CLERK TO THE BOARD****DENIED:**☐**DEFERRED****UNTIL:**

---

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**SIGNATURE****OTHER:**

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

**Zoning Map Amendment No. Z-705**

**Description:** Eliminate the Corridor Development Standards (CDS-1 and CDS-2) Overlay Zoning Districts.

I. THE MAP AMENDMENT DESCRIBED ABOVE

<input type="checkbox"/>	<b>IS CONSISTENT</b>
<input type="checkbox"/>	<b>IS NOT CONSISTENT</b>

WITH THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE MAP AMENDMENT DESCRIBED ABOVE

<input type="checkbox"/>	<b>IS</b>
<input type="checkbox"/>	<b>IS NOT</b>

REASONABLE AND IN THE PUBLIC INTEREST BASED ON THE  
 FOLLOWING:

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**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,

the Brunswick County Board of Commissioners

<input type="checkbox"/>	<b>Approve</b>
<input type="checkbox"/>	<b>Deny</b>

to eliminate the CDS-1 and  
 CDS-2 Overlay Districts above.

## BRUNSWICK COUNTY BOARD OF COMMISSIONERS

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Phil Norris, Chairman

ATTEST:

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Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



AN ORDINANCE AMENDING THE BRUNSWICK COUNTY  
UNIFIED DEVELOPMENT ORDINANCE

The Brunswick County Board of Commissioners in regular session duly assembled does hereby ordain:

The Brunswick County Unified Development Ordinance is hereby amended as follows:

1). Amend Article 1, General Provisions, Article 4, Zoning Districts, Article 5, Permitted Uses, Article 6, Design and Performance Standards, Article 7, Landscaping and Buffering, and the Index to remove all references to the Corridor Development Standards 1 and 2 Overlay Districts (CDS-1 and CDS-2), as applicable.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

# Proposed Corridor Development Standards (CDS-1 & CDS-2) Options

**Option #1 – No Change** to the current CDS-1 & CDS-2 Overlay District Development Standards.

**Option #2 – Make Changes** (proposed changes to existing text are shown as ~~strikethroughs~~ and new text is shaded) to the CDS-1 & CDS-2 Overlay Districts as shown below:

## Conventional and CDS Overlay District Comparison\*

### Non-Residential Development Option 2

Design Criteria	Conventional (Non-CDS)	CDS-1	CDS-2
Designated Corridors	All Roads Except CDS-1 and CDS-2 Designations	US 17 NC 211** US 74/76	NC 211** NC 130 NC 133 NC 904
Front Yard Setback - Industrial	25' 50'	45' 65'	30' 30'
Maximum Impervious Coverage	No Limitations	80% of Total Lot Area	80% of Total Lot Area
Parking Permitted in Setbacks	No Limitations	A Max. of <del>20%</del> of the Required Parking May Be Placed Within the <b>Front Yard Setback</b>	A Max. of <del>20%</del> of the Required Parking May Be Placed Within the <b>Front Yard Setback</b>
Landscaping Interval Per	100'	50'	50'
Street Buffer	► 20 Foot Buffer Depth ► 3 Options: 1) One Canopy Tree 2) Two Understory Trees 3) <i>Under Utility Lines</i> - Two Understory Trees Not To Exceed 25 ft. in Natural Height	► <del>10</del> ► <del>10</del> 1) One Canopy Tree 2) Two Understory Trees	► <del>10</del> ► <del>10</del> 1) One Canopy Tree 2) Two Understory Trees

\* Properties located in Unincorporated Brunswick County are pending jurisdiction.

\*\* NC 211 is currently located in both the CDS-1 and CDS-2 Overlay Districts. The NC 211 CDS-2 Overlay begins at the intersection of US 17 and continues southeast toward the City of Southport. ~~The NC 211 CDS-2 Overlay begins at the Columbus County line and continues to US 17 at Supply.~~

**Option #3 – Eliminate** the CDS-1 & CDS-2 Corridor Overlay District Standards and all references regarding such and let underlying base zoning district development standards apply to each property according to the property's designated base zoning district.

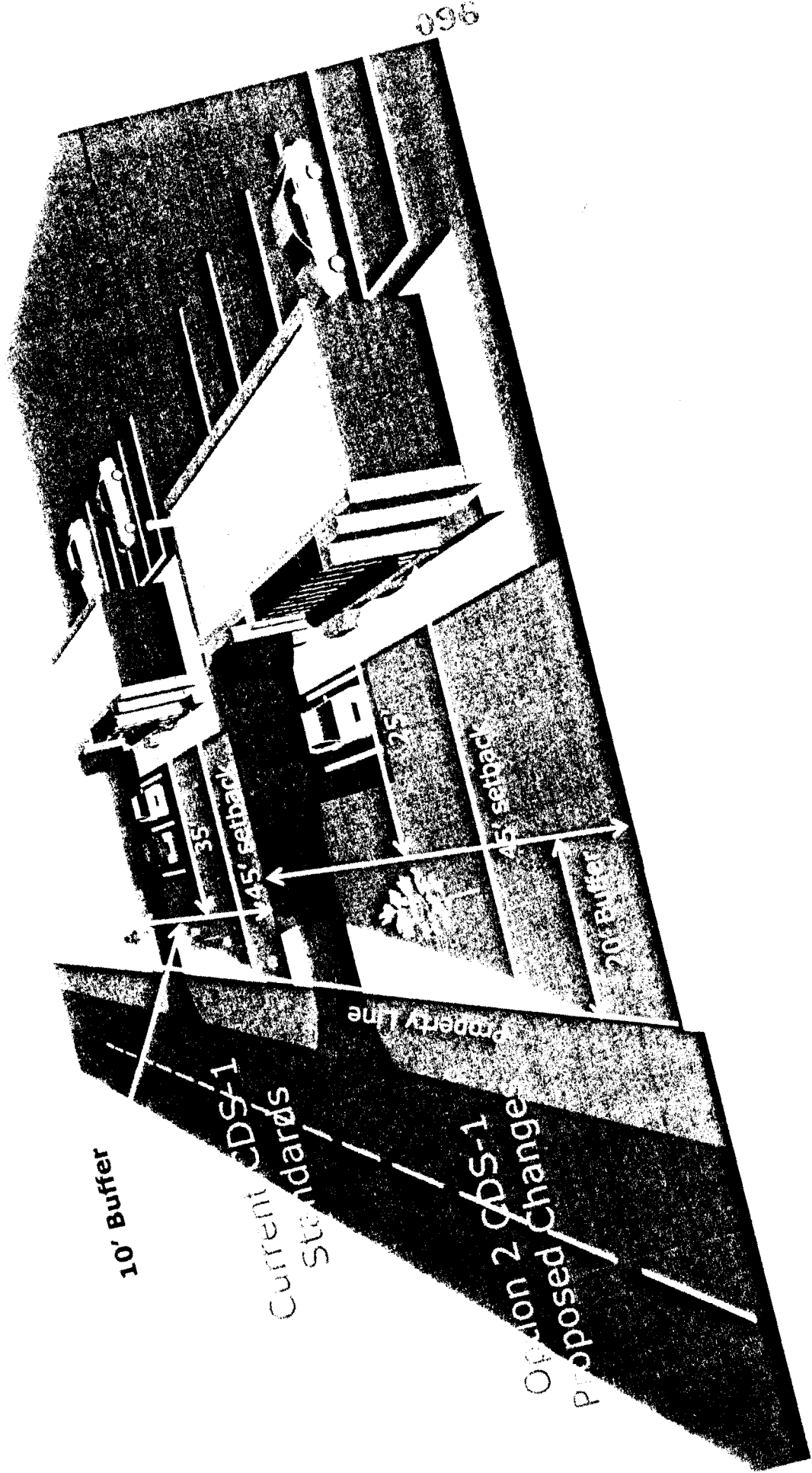
Setbacks (building distances from Front, Rear and Side Yard property lines), minimum lot size and building height in underlying base zoning districts can be found at for the following in the Unified Development Ordinance (UDO):

Non-Residential Uses Allowed in Residential Zoning Districts      Section 4.8.11

Commercial & Institutional Uses in Commercial Zoning Districts      Section 4.9.3

Industrial Uses in Industrial Zoning Districts      Section 4.10.3

Maximum built upon surface area (i.e., lot coverage) of eighty percent (80%) when property is developed for non-residential use(s) will be eliminated. Additionally, street buffering/streetscape will be based on Section 7.2.8 with plantings every 100 feet instead of every 50 feet along street frontages. In some instances, buffer widths may be reduced between properties to 10 feet (Section 7.2.9) for properties where non-residential uses are developed on parcels that are adjacent to residential zoning districts.



10' Buffer

Current CDS-1  
Standards

Option 2 CDS-1  
Proposed Changes

Property Line

35'

45' setback

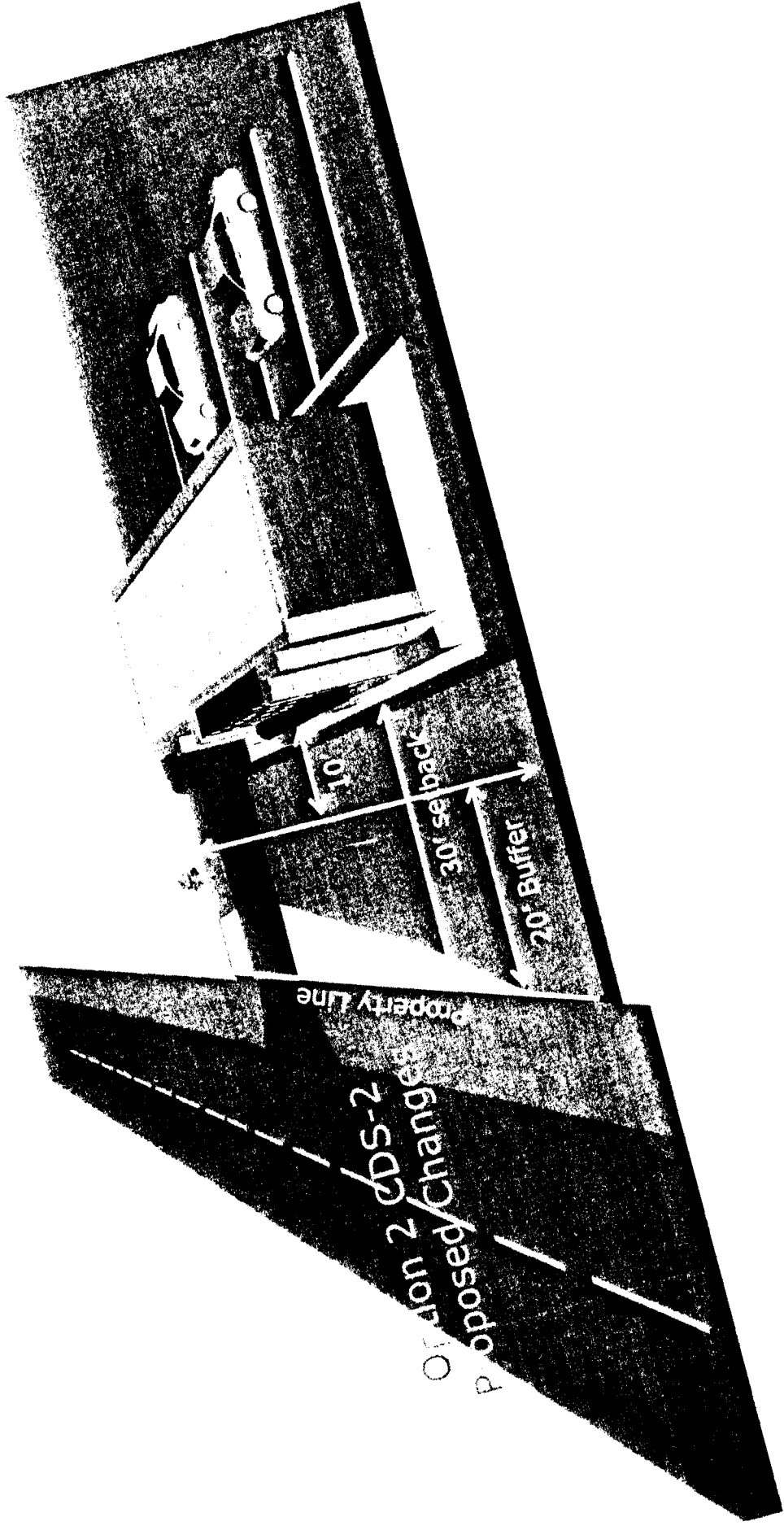
25'

5' setback

20' Buffer

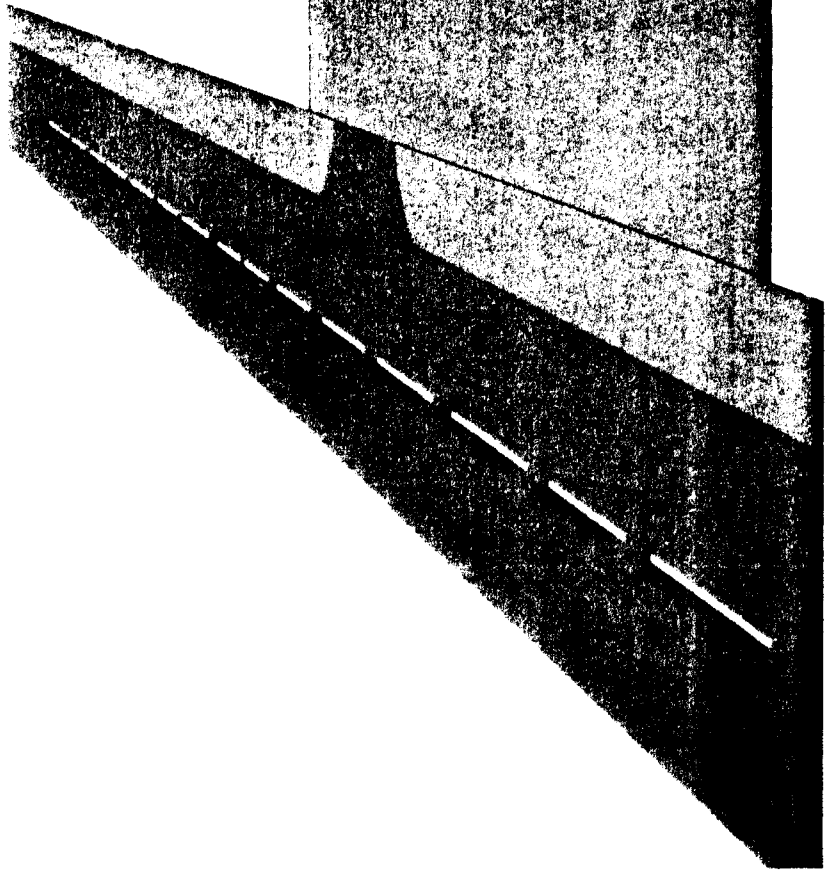
01/06/2011  
03:52

097



1. The project is a new building for the City of Los Angeles, located at 1234 Main Street, Los Angeles, California. The building is a multi-story structure and is intended to house the City's new headquarters.

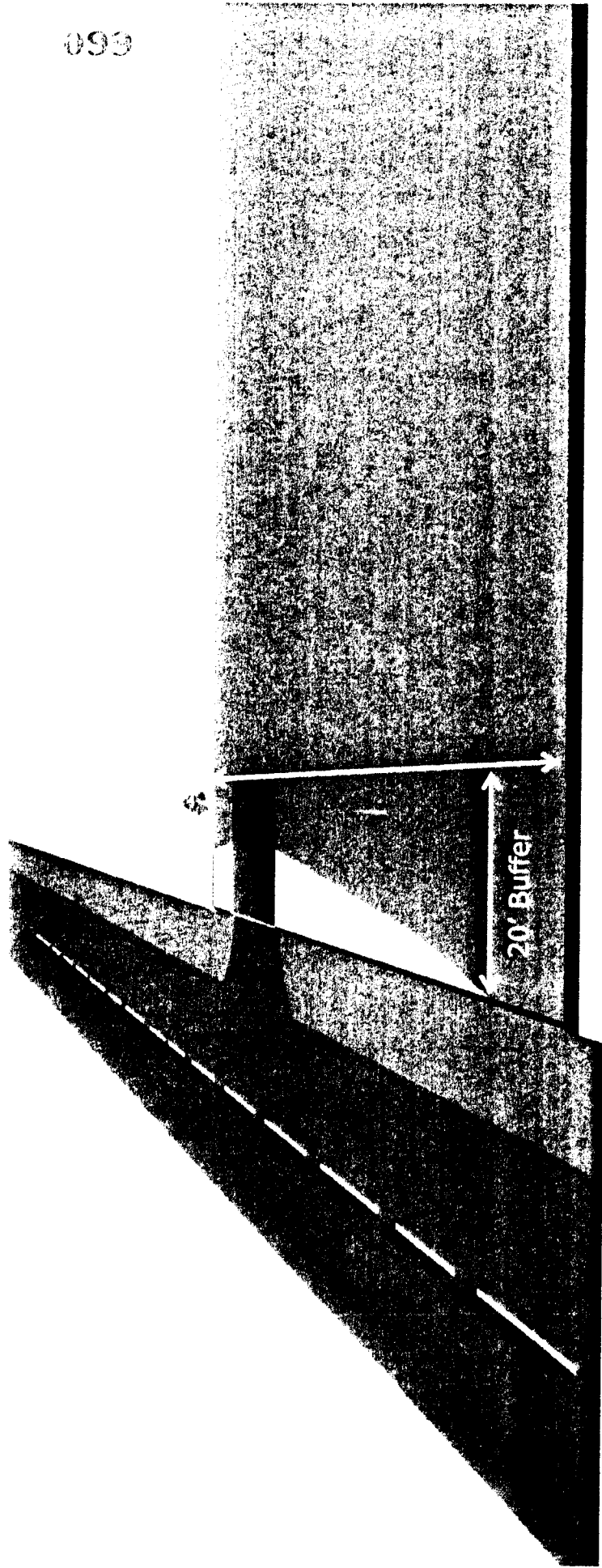
2. The project is a new building for the City of Los Angeles, located at 1234 Main Street, Los Angeles, California. The building is a multi-story structure and is intended to house the City's new headquarters.



Project Site

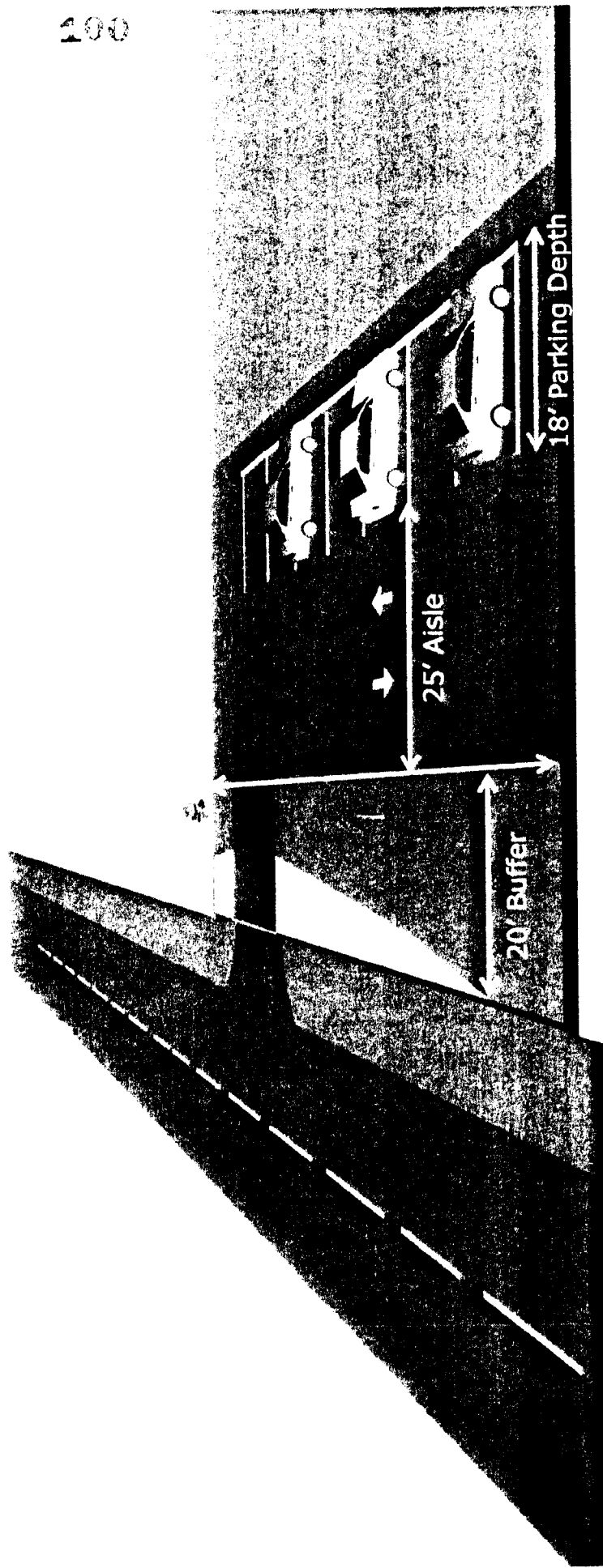
# Controlled Buffer Zone (C.B.Z.)

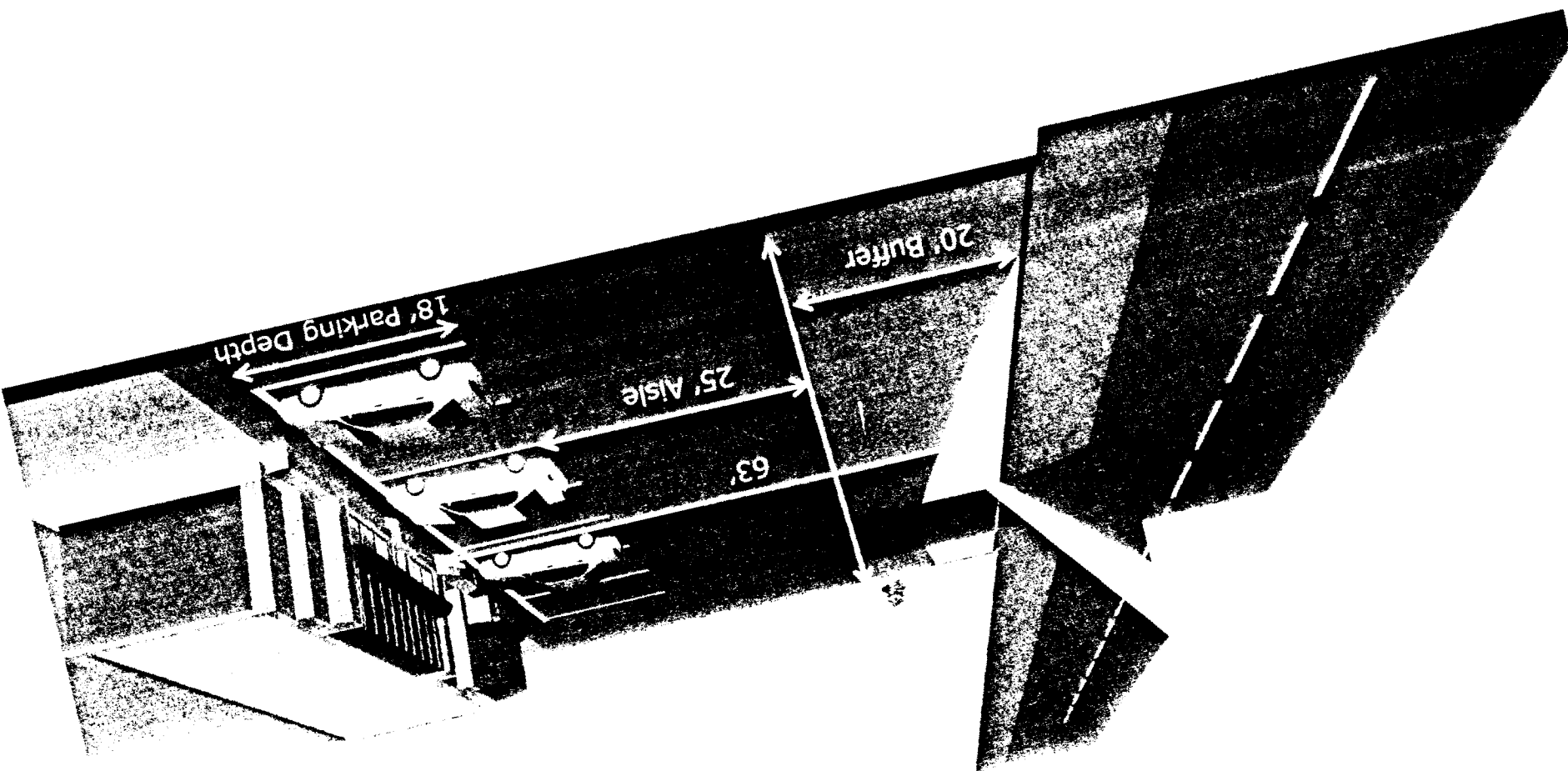
093



# Commercial Vehicle Development Guidelines (CAD 61100)

100





2002

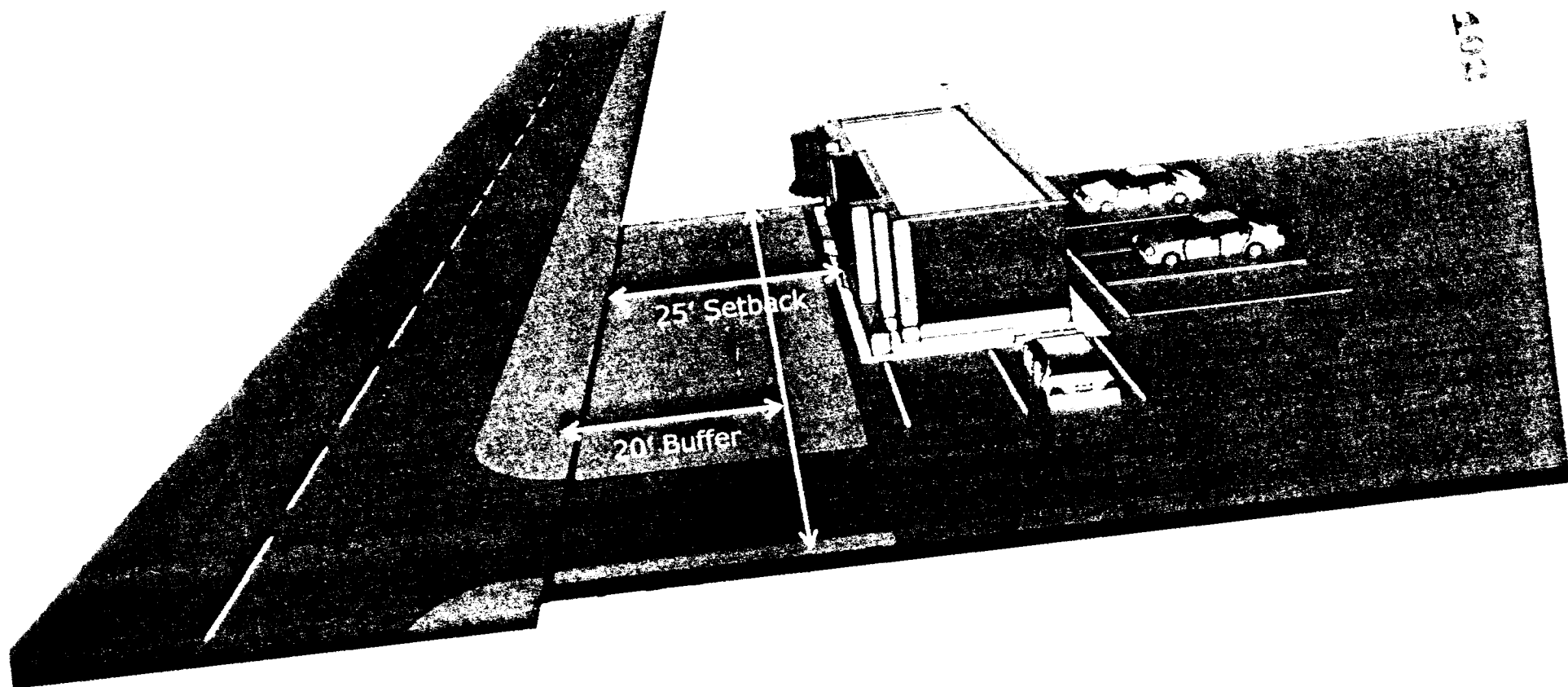
Copyright 2002 by the International Brotherhood of Teamsters  
(Old 2nd)



# Consideration for Shallow Lots with Wide Streets Frontage

Consider 25' Front Setback  
Instead of 45' When:

- Parking is in side or rear





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

103

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-1

**FROM:** J. Leslie Bell, AICP, HDPF  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:**

25-Apr-13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Unified Development Ordinance Text Amendment UDO-13-04

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Unified Development Ordinance Text Amendment be included on your 06-May-13 Agenda for First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1

Amend Article 4, Zoning Districts, Section 4.11.1., CP – Conservation and Protection, to clarify that Parks are general activities located within a CP Zoning District.

Mr. Candler made a motion to open the Public Hearing and the motion was unanimously carried.

Ms. Bunch addressed the Board. She stated that the proposed text amendment adds the word "Parks" [before the words "Open Space"] in the Intent Section of the CP (Conservation and Protection) Zoning District. Mr. Candler asked staff if that includes all associated uses within a Park? Ms. Bunch replied, yes.

With no further comments, Mr. Candler made a motion to close the Public Hearing.

Mr. Long made a motion to recommend to the Board of Commissioners to approve the proposed text amendment to add the word "Parks" in the Intent Section of the CP Zoning District. The motion carried 6 to 1 with Mr. Candler opposing.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES☐ NO☒ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Eric Dunham, Dr. James Graham, Jr., Cynthia Henry, Denny Jordan, and Troy Price (seated in audience)

**Members Absent:** None

Planning Staff recommends approval.

Planning Board recommends approval [6 to 1 with Steve Candler opposing].

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing for June 3, 2013 on UDO-13-04 at 6:30 p.m.

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**ATTACHMENTS:**

1. None.
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. \_\_\_\_\_
  7. \_\_\_\_\_
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_
- 
-

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED:

☐

DENIED:

☐

DEFERRED

UNTIL:

ATTEST:

CLERK TO THE BOARD

---

SIGNATURE

OTHER:

ORDINANCE NUMBER UDO-13-04

AN ORDINANCE AMENDING THE BRUNSWICK COUNTY  
UNIFIED DEVELOPMENT ORDINANCE

The Brunswick County Board of Commissioners in regular session duly assembled does hereby ordain:

The Brunswick County Unified Development Ordinance is hereby amended as follows:

1). Amend Article 4, Zoning Districts, Section 4.11.1., CP – Conservation and Protection, as follows:

**4.11.1., CP – Conservation and Protection**

**A. Intent**

The Conservation and Protection District (CP) is intended to be used for the permanent protection and preservation of environmentally sensitive lands, and historical, cultural, and archeological areas of Brunswick County. Generally, activities within a CP district are limited to very low intensity uses, agricultural and silvicultural activities, ~~parks~~ open space and natural habitat preservation, and very limited residential uses. Construction and land disturbing activities should be limited in nature and scope and should have a very low impact on the environment and the surrounding setting. Public or community water or wastewater facilities are generally discouraged in order to deter development pressure.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

107

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-2

**FROM:** J. Leslie Bell, AICP, HDPF  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Unified Development Ordinance Text Amendment UDO-13-05

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Unified Development Ordinance Text Amendment be included on your 06-May-13 Agenda for First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1

Amend Article 5, Permitted Uses, Section 5.2.3., Use Table, to add Parks and Open Space Areas as an outright permitted use in the CP Zoning District.

Ms. Bunch addressed the Board. She stated that the proposed text amendment would allow Parks as an outright permitted use [as is the case in all other Zoning Districts where Parks are allowed] in the CP Zoning District rather than a Special Exception by Board of Adjustment (BOA) as currently allowed.

Mr. Jordan asked staff why the Board of Adjustment's (BOA) review is not proposed? Ms. Bunch said public parks are typically long range projects and a review is done upfront as well as a public meeting(s) for any input from all interested parties including but not limited to State and local agencies and the general public. Mr. Bell said there is typically a public and/or community input component when public parks are in the planning stage. Mr. Jordan asked if other counties address parks in the same manner? Mr. Bell said some counties list parks as a stand-alone zoning district. He stated that the Brunswick County parks are very diverse and while a separate zoning district also was considered, the CP Zoning District reflects the diversity of attributes (e.g., wetlands) that can often be associated with relatively larger tracts of land where our County parks are developed and is a natural fit. Mrs. Henry concurred that the CP Zoning District does same appropriate for parks to be an outright permitted use. Mr. Jordan expressed concern with Parks & Recreation changing the dynamics of parks, but he was not opposed to the text amendment. The Chairman said the Board has the option to revisit the matter should it be necessary in the future.

Mr. Candler asked if a County park can have an amphitheater? Mr. Bell said the Ocean Isle Beach Park does have such. Mr. Candler asked staff if the park process goes through a site plan review via the Technical Review Committee (TRC)? Mr. Bell said the review process is usually handled through departmental staff review [but if warranted, can go through TRC]. Mr. Candler asked staff if there are any traffic counts available for the most frequented parks in the County? Mr. Bell said staff

may be able to acquire some of that information for some of the parks in the County. Mr. Candler was concerned with the potential increase in traffic that is generated by a park. Mr. Bell indicated that the North Carolina Department of Transportation (NCDOT) is involved in the process upfront regarding park expansions.

Mr. Long made a motion to recommend to the Board of Commissioners to approve the proposed text amendment to allow parks with open space areas as an outright permitted use in the CP Zoning District. The motion carried 6 to 1 with Mr. Candler opposing.

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**FISCAL IMPACT:**
**BUDGET AMENDMENT REQUIRED:**
☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**
☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**
☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**
☐ YES ☒ NO

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**CONTRACTS/AGREEMENTS:**
**REVIEWED BY COUNTY ATTORNEY:**
☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Eric Dunham, Dr. James Graham, Jr., Cynthia Henry, Denny Jordan, and Troy Price (sitting in audience)

**Members Absent:** None

Planning Staff recommends approval.

Planning Board recommends approval [6 to 1 with Steve Candler opposing].

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing on UDO-13-05 for June 3, 2013 at 6:30 p.m.

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**ATTACHMENTS:**

1. None.
2. \_\_\_\_\_
3. \_\_\_\_\_
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9. \_\_\_\_\_

10.

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED:

☐

DENIED:

☐

DEFERRED

UNTIL:

ATTEST:

CLERK TO THE BOARD

SIGNATURE

OTHER:



AN ORDINANCE AMENDING THE BRUNSWICK COUNTY  
UNIFIED DEVELOPMENT ORDINANCE

The Brunswick County Board of Commissioners in regular session duly assembled does hereby ordain:

The Brunswick County Unified Development Ordinance is hereby amended as follows:

- 1). Amend Article 5, Permitted Use, Section 5.2.3., Use Table, as follows:

**Section 5.2 Use Table**

Use Grouping	Use	RR	R-7500	R-6000	SBR-6000	MR-3200	C-LD	N-C	C-I	RU-I	I-G	CP	Standards
KEY: Blank Cell = Use Not Allowed; "P" = Permitted; "L" = Limited Use Standards (Section 5.3); "S-PB" = Special Exception- Planning Board Approval (Section 3.3); "S-BA" = Special Exception- Board of Adjustment Approval (Section 3.3); "PUD" = Allowed in a PUD (see Section 4.8.5.M)													
Parks and Open Areas (5.1.3.F)	All parks and open areas, except as listed below	P	P	P	P	P	P	P	P		P	P	
	Amenity Center	L	L	L	L	L	L	L				L	4.8.11.A 4.9.3.B (for C-LD and NC) 4.11.1.C (for CP)
	Arboretum and Botanical Gardens	P					P	P	P		P	S-BA	
	Cemetenes, mausoleums, columbaria	P	S-BA	S-BA	S-BA	S-BA	S-BA	S-BA					
	Memorial gardens	P	S-BA	S-BA	S-BA	S-BA	S-BA	S-BA				S-BA	5.3.4.I

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

111

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-3

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Map Amendment Z-13-698

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Zoning and Map Amendment be included on your 06-May-13 Agenda for a First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1 (Map Amendment Z-698 – Anitra Tilghman)

Item 1 is a map amendment initiated by the property owner. This request from RR (Rural Low Density Residential) and C-LD (Commercial Low Density) to CI (Commercial Intensive) would allow for commercial use of Tax Parcels 0980006401 and 0980006409 (Added by Staff) located off Ocean Highway E. (US 17) near Winnabow, NC.

This rezoning totals approximately 5.13 acres.

The Chairman asked if the applicant and/or a designee were present. There was no one representing the applicant in the audience.

Ms. Dixon read the Staff Report (attached). She identified the subject property and surrounding properties on a map displayed on an overhead projector. Tax Parcel 0980006429 is the site of the Bell Swamp Water Plant. Major Utilities are allowed in both the C-LD and CI Zoning Districts by Special Exception by the Board of Adjustment. Ms. Dixon said staff recommends approval to CI (Commercial Intensive) for Tax Parcels 0980006401 and 0980006409.

With no public comments, the Chairman closed the Public Hearing.

Mr. Dunham asked staff the dimensions of Tax Parcel 0980006401? Ms. Dixon said the property is approximately 759' deep and approximately 154' wide and juts off another 80' back. Mr. Candler clarified that there will be fifty feet (50') down the middle of the property once the buffer is installed and Ms. Dixon said that would only be on the south side of the property, depending on the deep of the property that is used for development.

Mr. Jordan asked about the potential of Spot Zoning? Ms. Dixon said staff discussed the matter, but the proposed zoning is consistent with the Brunswick County CAMA Land Use Plan Land Classification of the property.

Mrs. Henry said there is C-LD (Commercial Low Density) Zoning surrounding the subject properties, although CI Zoning is a more intense commercial zoning. Mr. Candler was concerned also with the potential for Spot Zoning and he stated that he read court cases by David Owens with the Institute of Government and size does not appear to be a major issue with regards to Spot Zoning. Mr. Candler said the court cases placed more emphasis on commercial uses and/or commercial zoning being separated for residential uses and/or residential zoning that is separated from industrial uses and/or industrial zoning.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

Yes. This area is in transition and the zoning change is consistent with other commercial development along US 17 corridor.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. This rezoning request is located in the Bolivia Elementary School District, which has adequate capacity; South Brunswick Middle School District has adequate capacity; and South Brunswick High School District has adequate capacity. There is a new high school scheduled for FY2016.

This rezoning is located in the Winnabow Fire District.

Water is available by Brunswick County Utilities via a thirty inch (30") and twenty-four inch (24") main off Ocean Highway E. (US 17). Sewer is available by Brunswick County Utilities via a sixteen inch (16") force main off Ocean Highway E. (US 17).

This rezoning has access off Ocean Highway E. (US 17) and there are no capacity deficiencies at this time. There are three (3) North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) Projects and one (1) North Carolina Department of Transportation (NCDOT) Study in this area.

- TIP Project R-4732 is upgrades to Ocean Highway (US 17) to superstreet standards. This project is scheduled for reprioritization.
- Ocean Highway (US 17) upgrades to superstreet. This project is scheduled to begin 2013. **[No Project Number has been assigned].**
- TIP Project R-2633 Wilmington Bypass – construct new 4-lane divided highway from US 17 (near Town Creek) to US 74/76 (near Malmo). This project is under construction and it is being completed in 3 Sections (A, B, & C). Section B is funded and to be completed by July 2013 and Section A contracts to go out September 2013 with full completion by 2018.
- US 17 Corridor Study is future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase.

III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

Yes. This change is consistent with the CAMA Land Use Plan.

IV. Is the proposed amendment reasonable as it relates to the public interest?

Yes. There were no objections from surrounding property owners.

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Eric Dunham, Dr. James Graham, Jr, Cynthia Henry, Denny Jordan, and Troy Price (sitting in the audience)

**Members Absent:** None

Planning Staff recommends approval from RR (Rural Low Density Residential) and C-LD (Commercial Low Density) to CI (Commercial Intensive) for Tax Parcels 0980006401 and 0980006409 (Added by Staff) located off Ocean Highway East (US 17) near Winnabow, NC.

Planning Board recommends approval from RR (Rural Low Density Residential) and C-LD (Commercial Low Density) to CI (Commercial Intensive) for Tax Parcels 0980006401 and 0980006409 (Added by Staff) located off Ocean Highway East (US 17) near Winnabow, NC [unanimous 7 to 0].

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing on Map Amendment Z-13-698 for June 3, 2013 at 6:30 p.m.

**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**  
**DENIED:**  
**DEFERRED**  
**UNTIL:**

☐  
☐

**ATTEST:      CLERK TO THE BOARD**

**SIGNATURE**

**OTHER:**

113

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

**Zoning Map Amendment No. Z-698**

**Description:** Change in Zoning District from RR (Rural Low Density Residential) and C-LD (Commercial Low Density) to CI (Commercial Intensive) would allow for commercial use of the Tax Parcels 0980006401 and 0980006409 (Added by Staff) located off Ocean Highway East (US 17) near Winnabow, NC. This rezoning includes approximately 5.13 acres.

I. THE REZONING DESCRIBED ABOVE 

(	<input type="checkbox"/> <b>IS CONSISTENT</b>	)
(	<input type="checkbox"/> <b>IS NOT CONSISTENT</b>	)

 WITH  
  
THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 

(	<input type="checkbox"/> <b>IS</b>	)
(	<input type="checkbox"/> <b>IS NOT</b>	)

 REASONABLE  
  
AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

\_\_\_\_\_  
\_\_\_\_\_

**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,

the Brunswick County Board of Commissioners 

(	<input type="checkbox"/> <b>Approve</b>	)
(	<input type="checkbox"/> <b>Deny</b>	)

 the Rezoning as presented.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



## PROJECT BOUNDARY BUFFER ALTERNATIVES TABLE:

☐ Project buffers not required unless a non-residential use

MINIMUM REQUIRED PROJECT BOUNDARY BUFFER*				
Required Opacity	Alternative 1	Alternative 2	Alternative 3 Plantings + 6-Foot Fence	Alternative 4 Plantings + 6-Foot Wall
0.2	10 feet 1 canopy 1 understory 7 shrubs	10 feet 1 canopy 2 understory 3 shrubs	<i>Not available</i>	<i>Not available</i>
0.4	20 feet 2 canopy 4 understory 25 shrubs	20 feet 2 canopy 6 understory 9 shrubs	<i>Not available</i>	<i>Not available</i>
0.6	30 feet 3 canopy 6 understory 34 shrubs	30 feet 3 canopy 8 understory 13 shrubs	20 feet 0 canopy 3 understory 3 shrubs	15 feet 0 canopy 3 understory 3 shrubs
0.8	50 feet 5 canopy 7 understory 43 shrubs	50 feet 4 canopy 10 understory 17 shrubs	35 feet 0 canopy 5 understory 7 shrubs	25 feet 0 canopy 5 understory 7 shrubs
1.0	80 feet 5 canopy 8 understory 49 shrubs	80 feet 4 canopy 11 understory 19 shrubs	60 feet 0 canopy 5 understory 7 shrubs	40 feet 5 canopy 0 understory 9 shrubs

\* Buffer Depths and Plants Required Per 100 Linear Feet

**LAND USE ANALYSIS**

Current Surrounding Area Land Use(s):

☒ Agricultural/Conservation/Forestry Lands☒ Vacant/Undeveloped Property☒ Residential☒ Commercial☐ Industrial☐ Institutional☒ Utility



**Brunswick County CAMA Land Use Plan Land Use Classification: Commercial**

☒ Consistent with the Land Use Plan Map      ☐ Not Consistent with Land Use Plan Map

**Brunswick County CAMA Land Use Plan policies affecting this rezoning:**

- P.16 states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
- P.17 states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.
- P.21 states that Brunswick County will encourage/support the development of clean industries in locations where services can be provided, environmental impacts can be mitigated, surrounding land uses are compatible, and transportation systems can support the development.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.
- P.107 states that Brunswick County encourages the development of clean industry in locations where appropriate services can be provided, where transportation facilities are adequate, where environmental impacts can be fully mitigated, and where surrounding land uses are compatible in nature.
- P.112 states that Brunswick County will encourage industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential.

**Capital Improvement Plan (CIP):**

☒ CIP Projects      ☐ No CIP Projects

CIP Project(s)	Scheduled
Town Creek Park	FY 2013 & FY 2014
High School	FY 2016

**Future Surrounding Areas Land Use(s):**

The area surrounding this rezoning request has been experiencing some changes based upon recent land development activities approved by the Brunswick County Planning Department. Several developments (Sullivan Landing Major Subdivision and Rice Creek Plantation PUD) have been approved in the area totaling 2,749 units.

*Tax Parcel 0980006401 is vacant and Tax Parcel 0980006409 has a water pump station and an above ground water storage tank owned and operated by Brunswick County Public Utilities.*

**INFRASTRUCTURE AND SERVICE IMPACTS**

**SCHOOL CAPACITY:**

**Elementary School:**  
**Bolivia**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

**Middle School:**  
**South Brunswick**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

**High School:**  
**South Brunswick**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

**MAJOR ROADWAY IMPACTS:****ROAD ACCESS AND CAPACITY:**☐ **Wilmington MPO**

<b>Road</b>	<b>Capacity Deficiencies</b>
<i>Ocean Highway (US 17)</i>	<i>None</i>

**NCDOT PROJECTS AND STUDIES:**☐ **NONE**

<b>Project</b>	<b>Project Type</b>	<b>Project Description</b>	<b>Status</b>
R-4732	TIP	Ocean Hwy (US 17) upgrades to superstreet standards	Scheduled for Reprioritization
N/A	TIP	Ocean Highway (US 17) upgrades to superstreet	Begins 2013
R-2633	TIP	Wilmington Bypass -- Construct new 4-lane divided highway from US 17 (near Town Creek) to US 74/76 (near Malmö)	Under Construction - Being completed in 3 Section A, B, & C. Section B - Funded and to be completed by July 2013 & Section A contracts to go out September 2013 with full completion by 2018.
US 17 Corridor Study	Long Range Study	Future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase.	Study Complete Development On-going Projects Listed on TIP

**UTILITIES:****CURRENT WATER AND SEWER AVAILABILITY****WATER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>GO)  
☐ South Brunswick Sanitary District

SIZE OF WATER LINE: 30-inch & 24-inchLOCATION: Ocean Highway**SEWER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>GO)  
☐ South Brunswick Sanitary District

SIZE OF SEWER LINE: 16-inchLOCATION: Ocean Highway*Developer responsibility to connect to the water and sewer systems.***FIRE DISTRICT:**

This rezoning request is located in the Winnabow Fire District.

**ENVIRONMENTAL IMPACTS**

- ☐ Located within a FEMA Flood Hazard Zone.
- ☐ Located near a watercourse/water body.
- ☐ Located in the Lockwood Folly Watershed and in the area of the Lockwood Folly River Water Quality Study. The Brunswick County Board of Commissioners have accepted the Lockwood Folly River Roundtable Strategy report.
- ☐ Located in a Significant Natural Heritage Area.

**OTHER SITE CONSIDERATIONS**

- ☐ Will correct a split zoning on a parcel(s).
- ☒ Potentially could create a *spot zoning*.
- ☒ Located near commercially zoned property.
- ☒ Located in an Overlay Zoning District (CDS-1).
- ☒ Located near other property designated as Commercial in the *Brunswick County CAMA Land Use Plan*.
- ☐ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☐ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located on the rezoning nearby.
- ☐ Historic Site(s) known to be located near the rezoning.

**STAFF RECOMMENDATION**

- ☒ **APPROVAL TO:** ☐ RR ☐ R-7500 ☐ R-6000 ☐ SBR-6000 ☐ MR-3200  
☐ CP ☐ NC ☐ CLD ☒ CI ☐ IG ☐ RU-I ☐ MI

- ☐ **DENIAL OF REZONING**

# Map Amendment RR & CLD to C-I Z-698

CO = County Jurisdiction



CO-CLD

OCEAN HWY E



0980002401

0980002403

0980002402

US 17

Bell Swamp  
Water Plant

0980006409

CO-CLD

0980006501

Proposed  
Rezoning Site

0980006401

09800064

0980006407

CO-RR

NC 87

GEORGE II HWY

TRL SE

Leland

Bolivia

OCEAN HWY E

GEORGE II HWY SE

101



# Map Amendment RR & CLD to C-I Z-698

CO = County Jurisdiction

# Land Use Plan



Commercial

OCEAN HWY E

Leland

098006502

098002401

0980002403

0980002402

US 17

098006409

0980006501

Commercial

NC 87

GEORGE II HWY

TRL SE

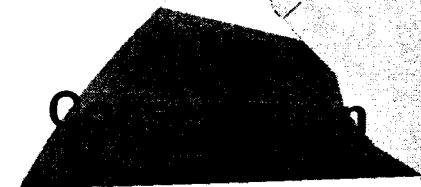
Proposed  
Rezoning Site

09800064

098006407

0980006407

LDR



Bolivia

Leland

Bolivia

OCEAN HWY E

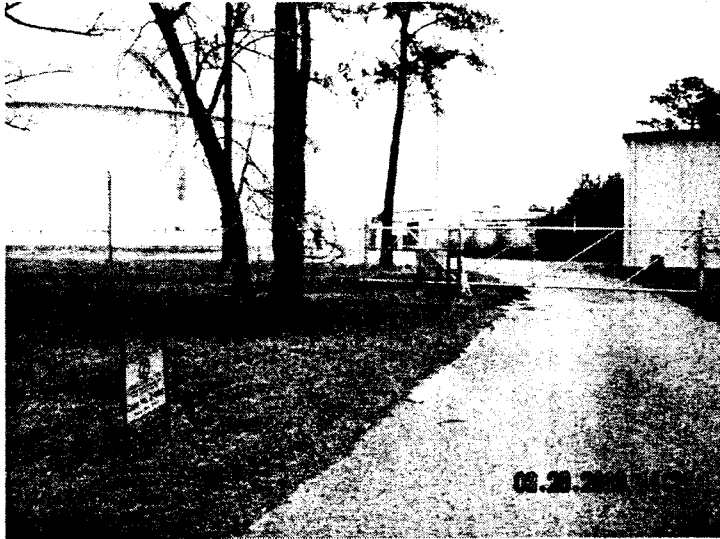
GEORGE II HWY SE

OLD OCEAN HWY

NC 87



# Pictures Z-698



Rezoning Site



Looking North



Looking South



Looking Across US 17



Brunswick County Board of Commissioners  
ACTION AGENDA ITEM  
2013

124

TO: Ann Hardy  
Special Assistant to the County Manager

ACTION ITEM #:

VIII-4

FROM: J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

MEETING DATE: 06-May-13

DATE SUBMITTED: 25-Apr-13

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ISSUE/ACTION REQUESTED:

PUBLIC HEARING: ☐ YES ☒ NO

Map Amendment Z-13-699

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BACKGROUND/PURPOSE OF REQUEST:

Request that the attached Zoning and Map Amendment be included on your 06-May-13 Agenda for a First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1 (Map Amendment Z-699 – Wynnefield Properties, Inc. [%Patty Reeder])

Item 1 is a map amendment initiated by the property owner. This request from R-7500 (Medium Density Residential) to MR-3200 (Multifamily Residential) would allow for multifamily use of Tax Parcel 2250008302 located off Calabash Road NW (SR 1300) near Carolina Shores, NC. This rezoning totals approximately ~~45.72~~ acres (per Brunswick County GIS) **12.85 acres** (per Brunswick County Tax Office and revised).

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from LDR (Low Density Residential) to MDR (Medium Density Residential) for Tax Parcel 2250008302 located off Calabash Road NW (SR 1300) near Carolina Shores, NC. This land use plan map amendment totals approximately ~~45.72~~ acres (per Brunswick County GIS) **12.85 acres** (per Brunswick County Tax Office and revised).

Mr. Candler asked to be recused citing a potential conflict of interest. Mr. Dunham made a motion to recuse Mr. Candler and the motion carried. Mr. Price sat on the Board during Mr. Candler's recusal from this matter.

Mr. Craig Stone, President of Wynnefield Properties, addressed the Board. Mr. Stone said they are the developers, construction agent and management agent for the intended use of the property. Mr. Stone made himself available for any questions. He further stated that the requested zoning change is a better fit for the intended use of the property.

Mr. Long explained to Mr. Stone that PUDs (Planned Unit Development) are allowed in the R-7500 (Medium Density Residential) Zoning District. Mr. Stone said a PUD is not their intended use of the property. The Chairman asked if the zoning change is for the entire tract or a portion of the property? Ms. Dixon said the entire tract is being requested.

Mr. Kendall Hardee, owner of Tax Parcel 22500113, addressed the Board. Mr. Hardee said his

property currently is being farmed. He felt that the proposed zoning change is not consistent with the neighborhood. He was concerned with safety and hunting rights. Mr. Hardee said the subject property is approximately 12.85 acres rather than 15.72 acres shown on the application. He reiterated that this zoning change is inconsistent with the area and a potential Spot Zoning issue.

Al Harms, President of Oceanside Place Property Owners Association (POA), addressed the Board on behalf of his community. He stated that several of the homeowners in Oceanside Place are present in the audience in opposition to the proposed zoning change. Mr. Harms said their community is located across Calabash Road NW (SR 1300) and it is currently zoned R-6000 (High Density Residential). Mr. Harms said the community is concerned with the character of their neighborhood changing should this zoning change occur. Mr. Harms said they are not opposed to the subject property being developed as long as it is zoned for single-family dwellings. He was concerned with the allowable uses in the MR-3200 Zoning District such as a garage and/or automobile repair, RV Resort, retail sales, duplex, townhomes, or apartments. Mr. Harms felt that such uses will be an erosion of the property values in Oceanside Place.

Mr. Harms disagreed with the applicant's application regarding existing multifamily in close proximity to the site because multifamily use is approximately three (3) miles away in Crow Creek PUD. He further stated that property to the east of the subject property is classified as Conservation and such lands have a potential to flood in areas where there is a potential land use conflict. Mr. Harms said their community has experienced flooding issues from the ditches and Calabash Road NW (SR 1300). He felt that there could be a negative impact on Calabash Road NW (SR 1300) should this zoning change occur. Mr. Harms said there are current issues with traffic congestion and the additional traffic that will be generated from multifamily use could be detrimental to this area. Mr. Harms concluded that they experienced a loss of water pressure when Carolina Shores North was constructed because they tapped into Oceanside Place water system and he felt that there is a potential for this to occur again if multifamily structures are placed on the subject property. He felt that this zoning change could be constituted as Spot Zoning as the surrounding properties are not similar in nature. He was opposed to the zoning change.

The Chairman asked, by a show of hands, how many people were in support of the comments made by Mr. Harms? There were several people in the audience in support of Mr. Harms' comments.

Mr. Joe Fiore, resident in Oceanside Place, addressed the Board. Mr. Fiore was concerned with the additional traffic associated with multifamily use and the potential change in traffic patterns on Calabash Road NW (SR 1300) and Hickman Road NW (SR 1303). He was concerned with school bus traffic that will be generated with new residential development in the area and the potential for road hazards. He felt that ingress and egress to the subject property will be directly across the road from Oceanside Place's ingress and egress. Mr. Fiore felt that the zoning change will not be appropriate for the area, there is a potential impact to their community by lowering their water volume, and the zoning change is not reasonable for the neighborhood. Mr. Fiore said he was opposed to the zoning change.

Attorney Batton asked staff if the current zoning allows for multifamily? Mr. Bell said such is allowed as part of a PUD.

With no further comments, the Chairman closed the Public Hearing. Ms. Dixon clarified that the Brunswick County GIS identified the property as being 15.72 acres. She read the Staff Report (attached). She identified the subject property and surrounding properties on a map displayed on an overhead projector. Ms. Dixon said staff recommends denial to MR-3200 (Multifamily Residential) for Tax Parcel 2250008302.



Mr. Jordan asked staff the density requirements for R-8 that is in the adjacent Town of Carolina Shores' planning jurisdiction? Mr. Long said single-family use is 5.5 units per acre and multifamily is 9.9 units per acre in the R-8 Zoning District. Multifamily is allowed in the Town of Carolina Shores' R-8 Zoning District. Mr. Jordan clarified that R-8 allows for approximately ten (10) units per acre for multifamily use in the Town of Carolina Shores' planning jurisdiction.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

No. This change could be constituted as Spot Zoning and the surrounding properties are predominantly single-family residential. There is farmland in the area as well.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. This rezoning request is located in the Jessie Mae Monroe Elementary School District, which has adequate capacity; Waccamaw Middle School District has a two-year capacity warning; and West Brunswick High School District has adequate capacity.

This rezoning is located in the Calabash Fire District.

Water is available by Brunswick County Utilities via an eight inch (8") main off Calabash Road NW (SR 1300). Sewer is available by Brunswick County Utilities via an eight inch (8") force main off Calabash Road NW (SR 1300).

This rezoning has access off Calabash Road NW (SR 1300) and there are no capacity deficiencies at this time. There are two (2) North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) Projects in this area.

- TIP Project R-4732 upgrades Ocean Highway (US 17) to superstreet standards. This project is scheduled for reprioritization.
- Carolina Bays Parkway construction of multi-lane freeway from SC-31 in South Carolina to US 17 near NC 904. [No Project Number has been assigned].

Mr. Jordan added that there have been upgrades to the County water system to improve water flow in this particular area.

- III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

No. The proposed zoning change is not consistent with the CAMA Land Use Plan. However, Oceanside Place is currently classified as MDR (Medium Density Residential).

- IV. Is the proposed amendment reasonable as it relates to the public interest?

No. It will be a negative impact on surrounding areas as noted by public input.

Mr. Jordan asked that the Board revisit Item 1 because the property across Calabash Road

NW (SR 1300) has an MDR land use classification, the zoning designation is R-7500 and PUDs are permitted in this zone, which allows for multifamily use. He further stated that the Town of Carolina Shores' zoning designation is R8, which allows for multifamily use. He felt that Item 1 should be yes the proposed use is appropriate for the area. Mrs. Henry said the subject property is currently zoned R-7500 and Mr. Jordan indicated that multifamily is allowed as part of a PUD in this particular zoning district. Mr. Jordan said relative to the traffic issues, the subject property will not be developed without NCDOT's approval. He said there is a potential for improvements to the entrance of Oceanside Place.

The Chairman asked staff if there are any PUDs in the County that only have multifamily development? Ms. Dixon replied, yes. She further stated that they have to have at least two (2 ) housing types (e.g., town homes and apartments). Mr. Bell added that the density is lower and there is a mixture of housing types. Mr. Jordan reiterated that any development of the subject property will have to receive State and local approval. He said there is open space requirements that will have to be met and roads will have to be installed. Mr. Bell said the density requirement does not net out the wetlands. The Chairman interjected that the subject property is in close proximity to land classified as MDR, but he was concerned with the potential for Spot Zoning. Mr. Jordan said this will be residential next to residential.

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**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PRE-AUDIT CERTIFICATION REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
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**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler (recused), Eric Dunham, Dr. James Graham, Jr., Cynthia Henry, Denny Jordan, and Troy Price (sitting on panel for Steve Candler)

**Members Absent:** None

Planning Staff recommends denial from R-7500 (Medium Low Density Residential) to MR-3200 (Multifamily Residential) for Tax Parcel 2250008302 located off Calabash Road NW (SR 1300) near Carolina Shores, NC.

Planning Board recommends denial from R-7500 (Medium Low Density Residential) to MR-3200 (Multifamily Residential) for Tax Parcel 2250008302 located off Calabash Road NW (SR 1300) near Carolina Shores, NC. [unanimous 7 to 0].

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing on Map Amendment Z-13-699 for June 3, 2013 at 6:30 p.m.



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

128

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**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
2. Town of Carolina Shores R-8 Zoning Distric Description.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

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**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

**Zoning Map Amendment No. Z-699**

**Description:** No change in Zoning District from R-7500 (Medium Density Residential) to MR-3200 (Multifamily Residential) for Tax Parcel 2250008302 located off Calabash Road NW (SR 1300) near Carolina Shores, NC. This rezoning includes approximately ~~15.72~~ acres (per Brunswick County GIS) 12.85 acres (per Brunswick County Tax Office).

I. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/> IS CONSISTENT
<input type="checkbox"/> IS NOT CONSISTENT

 WITH  
THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/> IS
<input type="checkbox"/> IS NOT

 REASONABLE  
AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

\_\_\_\_\_  
\_\_\_\_\_

**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,  
the Brunswick County Board of Commissioners 

<input type="checkbox"/> Approve
<input type="checkbox"/> Deny

 the Rezoning as presented.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

# REZONING STAFF REPORT

Date: April 8, 2013

Case#: Z-699

Tax Parcel: 2250008302



## ZONING ANALYSIS

*Proposed Zoning Request:*

*From:* R-7500 (Medium Density Residential)

*To:* MR-3200 (Multifamily Residential)

"This district is established as an area in which the principal use of the land is for high density residential purposes, not to exceed fourteen dwelling units per acre. The district also provides for the development of less intensive residential uses, as well as for compatible supporting non-residential uses. Due to the higher intensity developments contained in this district, it is intended to be applied only to properties served by public sewer and water systems."

## SURROUNDING AREA ZONING DESIGNATIONS:

**North:** R-7500

**South:** R-7500

**East:** Carolina Shores Jurisdiction (R-8 Residential District)

**West:** R-7500 & R-6000

REQUIRED PROJECT BOUNDARY BUFFERS: ☐ NO CHANGE

ZONING DISTRICT OF SUBJECT PROPERTY	ZONING DISTRICT OF ADJOINING PROPERTY					
	Rural Residential	R-7500, R-6000, and SBR-6000	MR-3200 and N-C	C-I	C-LD and RU-I	I-G
Rural Residential	.0 <sup>1</sup> /0.2	.2/2	.4/6	.2/8	.2/8	.2/1.0
R-7500, R-6000, and SBR-6000	.2/2	.0 <sup>1</sup> /0.2	.2/4	.2/6	.2/6	.2/1.0
MR-3200 and N-C	.4/6	.2/4	.0 <sup>1</sup> /0.2	.2/6	.2/6	.2/1.0
C-I	.6/8	.4/6	.4/6	.0/0	.2/4	.2/1.0
C-LD and RU-I	.6/8	.4/6	.4/6	.2/4	.0/0.2	.2/1.0
I-G	.8/1.0	.8/1.0	.6/1.0	.6/1.0	.4/6	.0/0

Rev. 11-Oct-3

<sup>1</sup> Non-residential uses locating next to vacant property shall be required to provide a 0.2 buffer.

<sup>2</sup> When locating a non-residential use in a Rural Residential, R-7500, R-6000, SBR-6000, MR-3200, NC, CLD, or RU-I zoning district next to an existing residential developed property, a 0.4 buffer shall be required. Non-residential uses locating next to other non-residential uses are not required to provide a buffer.

PROJECT BOUNDARY BUFFER ALTERNATIVES TABLE: ☐ Project buffers not required unless a non-residential use

MINIMUM REQUIRED PROJECT BOUNDARY BUFFER*				
Required Opacity	Alternative 1	Alternative 2	Alternative 3 Plantings + 6-Foot Fence	Alternative 4 Plantings + 6-Foot Wall
0.2	10 feet 1 canopy 1 understory 7 shrubs	10 feet 1 canopy 2 understory 3 shrubs	Not available	Not available
0.4	20 feet 2 canopy 4 understory 25 shrubs	20 feet 2 canopy 6 understory 9 shrubs	Not available	Not available
0.6	30 feet 3 canopy 6 understory 34 shrubs	30 feet 3 canopy 8 understory 13 shrubs	20 feet 0 canopy 3 understory 3 shrubs	15 feet 0 canopy 3 understory 3 shrubs
0.8	50 feet 5 canopy 7 understory 43 shrubs	50 feet 4 canopy 10 understory 17 shrubs	35 feet 0 canopy 5 understory 7 shrubs	25 feet 0 canopy 5 understory 7 shrubs
1.0	80 feet 5 canopy 8 understory 49 shrubs	80 feet 4 canopy 11 understory 19 shrubs	60 feet 0 canopy 5 understory 7 shrubs	40 feet 5 canopy 0 understory 9 shrubs

\* Buffer Depths and Plants Required Per 100 Linear Feet

## LAND USE ANALYSIS

Current Surrounding Area Land Use(s):

- ☐ Agricultural/Conservation/Forestry Lands
 ☒ Vacant/Undeveloped Property  
☒ Residential
 ☐ Commercial
 ☐ Industrial
 ☐ Institutional
 ☐ Utility

***Brunswick County CAMA Land Use Plan Land Use Classification: LDR (Low Density Residential)***

☐ Consistent with the Land Use Plan Map      ☒ Not Consistent with Land Use Plan Map

Brunswick County CAMA Land Use Plan policies affecting this rezoning:

- P.15 states that Brunswick County supports greater residential densities in areas that are accessible to water and sewer service(s). Agricultural and low-density residential land uses should be located in areas that do not have central water or sewer service.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.

***Capital Improvement Plan (CIP):***

☒ CIP Projects      ☐ No CIP Projects

<b>CIP Project(s)</b>	<b>Scheduled</b>
Carolina Shores Sewer Plant Upgrade	FY 2013

***Future Surrounding Areas Land Use(s):***

The area surrounding this rezoning request has been experiencing some changes based upon recent land development activities approved by the Brunswick County Planning Department. Several developments (Calabash Station PUD, Farmstead PUD, Springmill Plantation Major Subdivision, Seashore Heights Major Subdivision) have been approved in the area totaling 1,204 units. Also in the area are Meadowlands PUD, Crow Creek PUD, Ocean Side Place, Carolina Shore North, and Ocean Forest. Many of the PUD have planned or have multi-family housing units incorporated.

The Town of Carolina Shores is located next to the rezoning site.

*Tax Parcels 2250008302 is currently vacant.*

**INFRASTRUCTURE AND SERVICE IMPACTS**

***SCHOOL CAPACITY:***

***Elementary School:***  
**Jesse Mae Monroe**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

***Middle School:***  
**Waccamaw**

- ☐ Adequate Capacity  
☒ Two-Year Capacity Warning  
☐ Out-of-Capacity

***High School:***  
**West Brunswick**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

**MAJOR ROADWAY IMPACTS:****ROAD ACCESS AND CAPACITY:**☐ **Wilmington MPO**

Road	Capacity Deficiencies
Calabash Road (SR 1300)	None

**NCDOT PROJECTS AND STUDIES:**☐ **NONE**

Project	Project Type	Project Description	Status
R-4732	TIP	Ocean Hwy (US 17) upgrades to superstreet standards	Scheduled for Reprioritization
---	TIP	Carolina Bays Parkway. Construction of multi-lane freeway from SC-31 in SC to US 17 near NC-904	Scheduled for Reprioritization

**UTILITIES:****CURRENT WATER AND SEWER AVAILABILITY****WATER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>GO)  
☐ South Brunswick Sanitary District

SIZE OF WATER LINE: 8-inchLOCATION: Calabash Road**SEWER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>GO)  
☐ South Brunswick Sanitary District

SIZE OF SEWER LINE: 8-inch force mainLOCATION: Calabash Road*Developer responsibility to connect to the water and sewer systems.***FIRE DISTRICT:**

This rezoning request is located in the Calabash Fire District.



## ENVIRONMENTAL IMPACTS

- ☐ Located within a FEMA Flood Hazard Zone.
- ☐ Located near a watercourse/water body.
- ☐ Located in the Lockwood Folly Watershed and in the area of the Lockwood Folly River Water Quality Study. The Brunswick County Board of Commissioners have accepted the Lockwood Folly River Roundtable Strategy report.
- ☐ Located in a Significant Natural Heritage Area.

## OTHER SITE CONSIDERATIONS

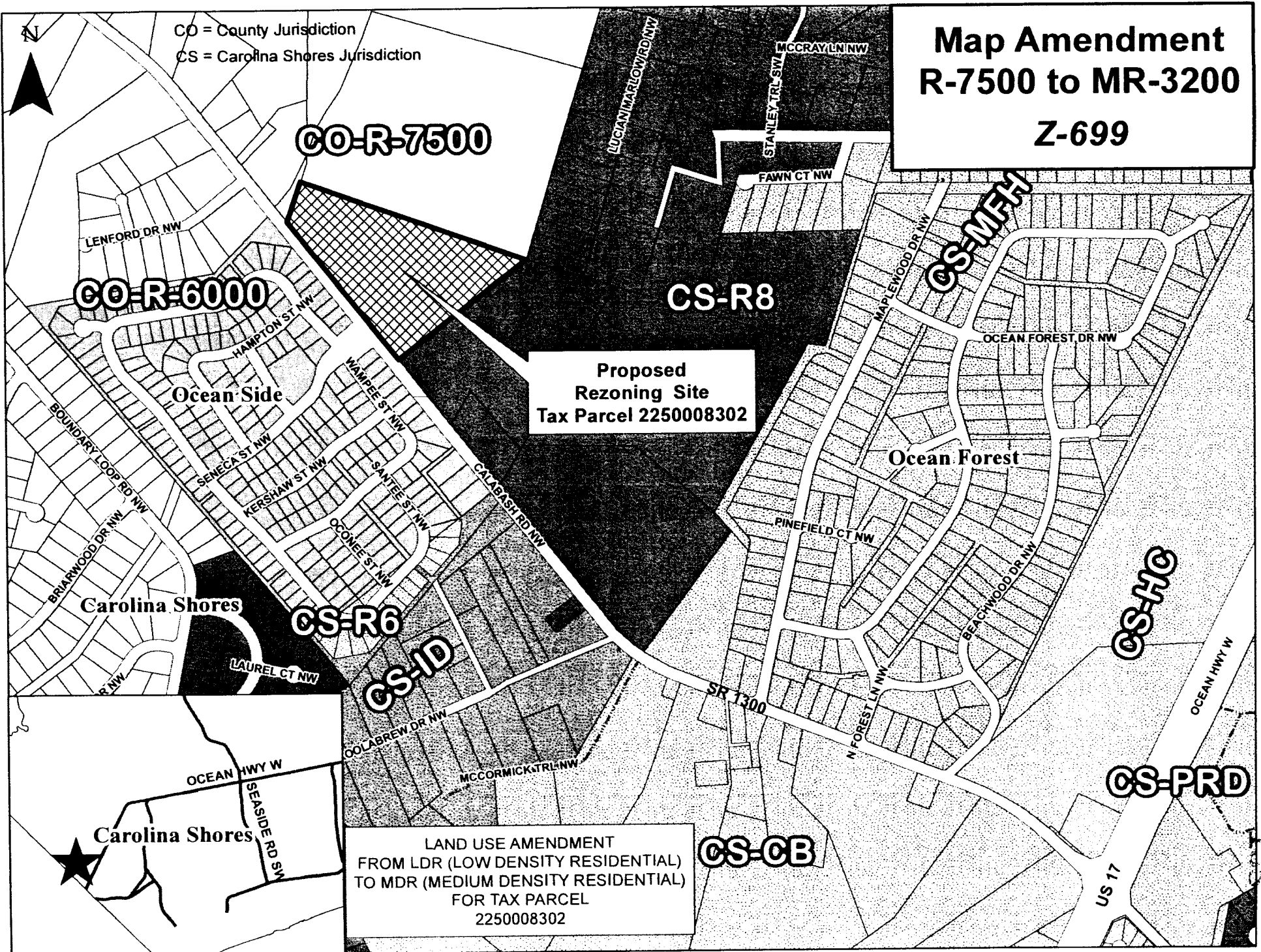
- ☐ Will correct a split zoning on a parcel(s).
- ☒ Potentially could create a *spot zoning*.
- ☒ Located near residential zoned property.
- ☐ Located in an Overlay Zoning District.
- ☒ Located near other property designated as LDR and MDR in the *Brunswick County CAMA Land Use Plan* and located near property designated as Residential in the Carolina Shores portion of the *Brunswick County CAMA Land Use Plan*.
- ☐ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☐ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located on the rezoning nearby.
- ☐ Historic Site(s) known to be located near the rezoning.

## STAFF RECOMMENDATION

- ☐ **APPROVAL TO:**    ☐ RR   ☐ R-7500   ☐ R-6000   ☐ SBR-6000   ☐ MR-3200  
                                  ☐ CP   ☐ NC   ☐ CLD   ☐ CI   ☐ IG   ☐ RU-I   ☐ MI

- ☒ **DENIAL OF REZONING**

# Map Amendment R-7500 to MR-3200 Z-699



# LAND USE PLAN

Map Amendment  
R-7500 to MR-3200

Z-699

LDR

Proposed  
Rezoning Site  
Tax Parcel 2250008302

CONSERVATION

Ocean Side

MDR

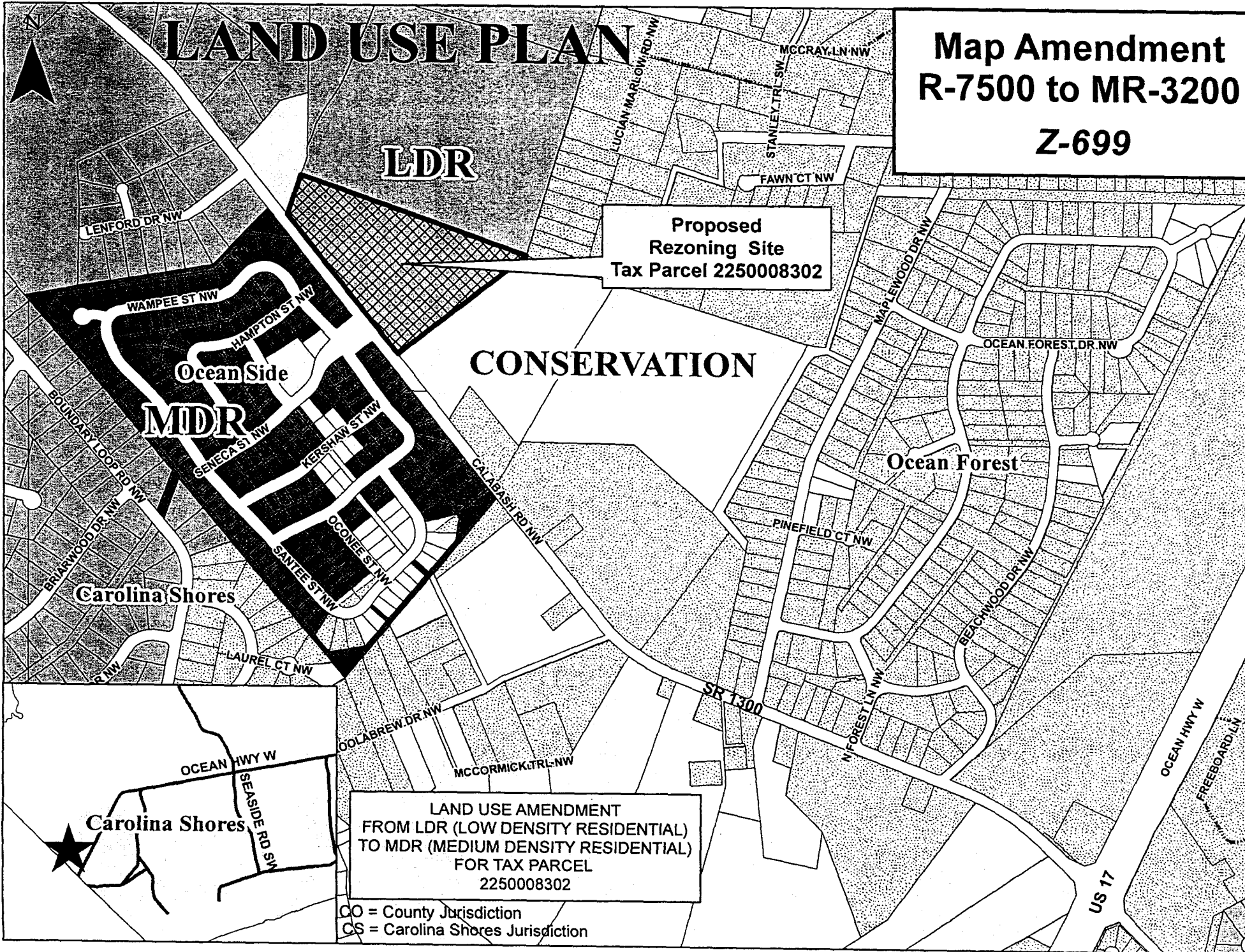
Ocean Forest

Carolina Shores

Carolina Shores

LAND USE AMENDMENT  
FROM LDR (LOW DENSITY RESIDENTIAL)  
TO MDR (MEDIUM DENSITY RESIDENTIAL)  
FOR TAX PARCEL  
2250008302

CO = County Jurisdiction  
CS = Carolina Shores Jurisdiction



# Pictures Z-699



Rezoning Site



Looking North



Looking South



Looking Across Calabash Rd

## ARTICLE 6. ZONING DISTRICTS

### SECTION 6.3 PRIMARY ZONING DISTRICTS.

For the purposes of this Ordinance, the Town of Carolina Shores, North Carolina is hereby divided into the following primary zoning districts:

#### **6.3.1. R-15 Residential District.**

The R-15 residential district is intended as a single-family residential area with a low to medium population density. Certain structures and, uses of governmental, educational, religious, and noncommercial recreational natures are either permitted outright or are subject to special conditions intended to preserve and protect the residential character of this district.

#### **6.3.2. R-12 Residential District.**

The R-12 residential district is intended as a single-family residential area with a low to medium population density. Certain structures and, uses of governmental, educational, religious, and noncommercial recreational natures are either permitted outright or are subject to special conditions intended to preserve and protect the residential character of this district.

#### **6.3.3. R-8 Residential District.**

The R-8 residential district is established as a district in which the principal use of land is for single-family, two-family, and multi-family residences. The regulations of this district are intended to provide areas of the community for those persons desiring residence and multi-family structures in medium density neighborhoods. The regulations are intended to discourage any use which because of its character would interfere with the residential nature of this district.

#### **6.3.4. R-6 Residential District.**

The R-6 residential district is established as a district in which the principal use of land is for single-family, two-family, and multi-family residences. The regulations of this district are intended to provide areas in the community for those persons desiring small residences and multi-family structures in relatively high density neighborhoods. The regulations are intended to discourage any use which because of its character would interfere with the residential nature of this district. The R-6 district was in effect prior to the date of adoption of this Ordinance and shall continue in effect for those areas following the date of adoption of this Ordinance. It is the intention of the Town that there will be no additional R-6 zoning.

#### **6.3.5. MFH I Manufactured Home District I.**

The MFH I Manufactured Home District I is established as a district in which the principal use of land is for double-wide manufactured homes Class "A."



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

139

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-5

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Map Amendment Z-13-700

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Zoning and Map Amendment be included on your 06-May-13 Agenda for a First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1 (Map Amendment Z-700 – Dean and Allyson Rathburn) [AMENDED]

Item 1 is a map amendment initiated by the property owner. This request from R-6000 (High Density Residential) to NC (Neighborhood Commercial) would allow for commercial use of Tax Parcel 02900077 and 0290007601 (added during the Public Hearing) located at 1370 Lanvale Road NE (SR 1438) near Leland, NC. This rezoning totals approximately 0.46 0.59 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from MDR (Medium Density Residential) to Community Commercial for Tax Parcel 0290007601 only (added during the Public Hearing) located off Lanvale Road NE (SR 1438) near Leland, NC. The CAMA Land Use Classification for Tax Parcel 02900077 already is consistent with Community Commercial Land Use Classification. This land use plan map amendment totals approximately 0.13 acres.

Mr. Kenneth Dean Rathburn addressed the Board. Mr. Rathburn said he owns Tax Parcels 0290007802 and 0290007601 that surround the subject property and he wants those properties to have like zoning.

Mr. Dunham asked the applicant why Tax Parcel 0290007601 was not included in his request? Mr. Rathburn said there was no particular reason why it was not included. The Chairman said Tax Parcel 0290007601 can be included in the request if the applicant desires to do so. Mr. Rathburn asked that Tax Parcel 0290007601 be added to his rezoning request. The Chairman clarified that the applicant's request will have to be modified to reflect Tax Parcel 0290007601 is included in the zoning change prior to the Board of Commissioners' Public Hearing and Mr. Bell concurred.

With no further public comments, the Chairman closed the Public Hearing. Ms. Dixon read the Staff Report (attached). Ms. Dixon noted that a land use plan amendment from MDR (Medium Density Residential) to Community Commercial is required if Tax Parcel 0290007601 is added. She identified the subject property and surrounding properties on a map displayed on an overhead projector. Ms.

Dixon said staff recommends approval to NC (Neighborhood Commercial) for Tax Parcel 02900077 [and if Tax Parcel 0290007601 is added with the appropriate CAMA Land Use Plan amendment].

Mr. Candler asked the applicant if he is related to the property owners on the corner (Tax Parcel 02900078) and the applicant replied, no.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

Yes. There is similar zoning nearby and this change would allow for all of the applicant's properties to have the same zoning designation.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. This rezoning request is located in the Belville Elementary School District, which has adequate capacity; Leland Middle School District is out-of-capacity; and North Brunswick High School District is out-of-capacity.

This rezoning is located in the Leland Fire District.

Water is available by Brunswick Regional Water & Sewer District (H<sub>2</sub>O) via an eight inch (8") main off Lanvale Road NE (SR 1438). Sewer is available by Brunswick Regional Water & Sewer District (H<sub>2</sub>O) via a ten inch (10") force main off Lanvale Road NE (SR 1438).

This rezoning has access off Lanvale Road NE (SR 1438) and there are no capacity deficiencies at this time. There are four (4) North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) Projects and one (1) North Carolina Department of Transportation (NCDOT) Study in this area.

- TIP Project R-4732 upgrades Ocean Highway (US 17) to superstreet standards. This project is scheduled for reprioritization.
- TIP Project R-2633 Wilmington Bypass – construct new 4-lane divided highway from US 17 (near Town Creek) to US 74/76 (near Malmo). This project is under construction and it is being completed in 3 Sections (A, B, & C). Section B is funded and to be completed by July 2013 and Section A contracts to go out September 2013 with full completion by 2018.
- TIP Project U-3337 is US 74/76 & Old Fayetteville Road conversion grade separation to interchange. The Right-of-Way and construction begins 2030.
- TIP Project R-4063 widens Village Road NE (SR 1472) to multi-lanes. The Right-of-Way and construction begins 2030.
- US 17 Corridor Study is future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase. This project is completed.

III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

Yes and no. An amendment will be required for Tax Parcel 0290007601 only.

IV. Is the proposed amendment reasonable as it relates to the public interest?

Yes. There was no opposition from adjacent property owners and the change will provide for an expansion of NC opportunities in this area.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Eric Dunham, Dr. James Graham, Jr., Cynthia Henry, Denny Jordan, and Troy Price (sitting in the audience)

**Members Absent:** None

Planning Staff recommends approval from R-6000 (High Density Residential) to NC (Neighborhood Commercial) for Tax Parcel 02900077 [and if Tax Parcel 0290007601 is added with the appropriate CAMA Land Use Plan amendment] located at 1370 Lanvale Road NE (SR 1438) near Leland, NC.

Planning Board recommends approval from R-6000 (High Density Residential) to NC (Neighborhood Commercial) for Tax Parcels 02900077 and 0290007601 located at 1370 Lanvale Road NE (SR 1438) near Leland, NC. [unanimous 7 to 0].

Planning Board recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MDR (Medium Density Residential) to Community Commercial for Tax Parcel 0290007601 located off Lanvale Road NE (SR 1438) near Leland, NC.

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing on Map Amendment Z-13-700 for June 3, 2013 at 6:30 p.m.

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**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
2. \_\_\_\_\_



3.  
4.  
5.  
6.  
7.  
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9.  
10.

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**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**  
**DENIED:**  
**DEFERRED**  
**UNTIL:**

☐  
☐

**ATTEST:      CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

143

**Zoning Map Amendment No. Z-700**

**Description:** Change in Zoning District from R-6000 (High Density Residential) to NC (Neighborhood Commercial) for Tax Parcels 02900077 and 0290007601 (added during the Public Hearing) located at 1370 Lanvale Road NE (SR 1438) near Leland, NC. This rezoning includes approximately 0.46 0.59 acres. **[AMENDED]**

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from MDR (Medium Density Residential) to Community Commercial for Tax Parcel 0290007601 located off Lanvale Road NE (SR 1438) near Leland, NC. This land use plan map amendment includes approximately 0.13 acres.

I. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/> IS CONSISTENT
<input type="checkbox"/> IS NOT CONSISTENT

 WITH  
THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/> IS
<input type="checkbox"/> IS NOT

 REASONABLE  
AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

---

---

**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,

the Brunswick County Board of Commissioners 

<input type="checkbox"/> Approve
<input type="checkbox"/> Deny

 the Rezoning as presented and  
to amend the CAMA Land Use Plan.

## BRUNSWICK COUNTY BOARD OF COMMISSIONERS

---

Phil Norris, Chairman

ATTEST:

---

Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

# REZONING STAFF REPORT

Date: April 8, 2013

Case#: Z-700

Tax Parcel(s): 02900077



## ZONING ANALYSIS

***Proposed Zoning Request:***

**From: R-6000 (High Density Residential)**

To: NC (Neighborhood Commercial)

"The N-C, Neighborhood-Commercial District is primarily intended to accommodate very low intensity office, retail and personal service uses within and adjoining residential areas. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including low intensity office, retail, and personal service uses, without disrupting the character of the neighborhood. Compatibility with nearby residences is reflected in design standards for both site layout and buildings. In addition, uses in the N-C District will have minimal infrastructure demands."

**SURROUNDING AREA ZONING DESIGNATIONS:**

**North: NC**

**East:**  $\overline{NC}$

**South: R-6000**

**West:** R-6000

**REQUIRED PROJECT BOUNDARY BUFFERS:** ☐ NO CHANGE

ZONING DISTRICT OF SUBJECT PROPERTY	ZONING DISTRICT OF ADJOINING PROPERTY						
	Rural Residential	R-7500 , R-6000, and SBR-6000	MR-3200 and N-C	C-I	C-LD and RU-I	I-G	
	Rural Residential	.07/.02	.2/.2	.4/.6	.2/.8	.2/.8	.2/1.0
	R-7500, R-6000, and SBR-6000	.2/.2	.07/.02	.2/.4	.2/.6	.2/.6	.2/1.0
	MR-3200 and N-C	.4/.6	.2/.4	.07/.02	.2/.6	.2/.6	.2/1.0
	C-I	.6/.8	.4/.6	.4/.6	.0/.0	.2/.4	.2/1.0
	C-LD and RU-I	.6/.8	.4/.6	.4/.6	.2/.4	.0/.02	.2/1.0
	I-G	.8/1.0	.8/1.0	.6/1.0	.6/1.0	.4/.6	.0/.0

Rev. 11-Oct-3

<sup>1</sup> Non-residential uses locating next to vacant property shall be required to provide a 0.2 buffer.

<sup>2</sup> When locating a non-residential use in a Rural Residential, R-7500, R-6000, SBR-6000, MR-3200, NC, CLD, or RU-I zoning district next to an existing residential developed property, a 0.4 buffer shall be required. Non-residential uses locating next to other non-residential uses are not required to provide a buffer.

PROJECT BOUNDARY BUFFER ALTERNATIVES TABLE: ☐ Project buffers not required unless a non-residential use

MINIMUM REQUIRED PROJECT BOUNDARY BUFFER*				
Required Opacity	Alternative 1	Alternative 2	Alternative 3 Plantings + 6-Foot Fence	Alternative 4 Plantings + 6-Foot Wall
0.2	10 feet 1 canopy 1 understory 7 shrubs	10 feet 1 canopy 2 understory 3 shrubs	<i>Not available</i>	<i>Not available</i>
0.4	20 feet 2 canopy 4 understory 25 shrubs	20 feet 2 canopy 6 understory 9 shrubs	<i>Not available</i>	<i>Not available</i>
0.6	30 feet 3 canopy 6 understory 34 shrubs	30 feet 3 canopy 8 understory 13 shrubs	20 feet 0 canopy 3 understory 3 shrubs	15 feet 0 canopy 3 understory 3 shrubs
0.8	50 feet 5 canopy 7 understory 43 shrubs	50 feet 4 canopy 10 understory 17 shrubs	35 feet 0 canopy 5 understory 7 shrubs	25 feet 0 canopy 5 understory 7 shrubs
1.0	80 feet 5 canopy 8 understory 49 shrubs	80 feet 4 canopy 11 understory 19 shrubs	60 feet 0 canopy 5 understory 7 shrubs	40 feet 5 canopy 0 understory 9 shrubs

\* Buffer Depths and Plants Required Per 100 Linear Feet

### LAND USE ANALYSIS

Current Surrounding Area Land Use(s):

- ☐ Agricultural/Conservation/Forestry Lands
 ☒ Vacant/Undeveloped Property  
☒ Residential
 ☒ Commercial
 ☐ Industrial
 ☐ Institutional
 ☐ Utility

*Brunswick County CAMA Land Use Plan Land Use Classification: Community Commercial*

☒ Consistent with the Land Use Plan Map      ☐ Not Consistent with Land Use Plan Map

**Brunswick County CAMA Land Use Plan policies affecting this rezoning:**

- P.14 states that Brunswick County support utilization of office/institutional/multi-family development as a buffer between light industrial and commercial development and adjacent residential land uses.
- P.17 states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.
- P.112 states that Brunswick County will encourage industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential.

*Capital Improvement Plan (CIP):*

☒ CIP Projects      ☐ No CIP Projects

CIP Project(s)	Scheduled
Leland Park	FY 2014

*Future Surrounding Areas Land Use(s):*

The area surrounding this rezoning request has been experiencing some changes based upon recent land development activities submitted to the Brunswick County Planning Department. Several developments (Ashton Place Major Subdivision, Lanvale Forest, Tara Forest Major Subdivision, Fletcher Grove Major Subdivision, Juniper Creek PUD, and Southbend Major Subdivision, Lanvale Oaks Major Subdivision) have been approved in the area totaling 736 units.

The Town of Leland is located near to the rezoning site.

*Tax Parcel 02900077 currently has a home that is located partially on it and partially on adjacent Tax Parcel 0290007802.*

**INFRASTRUCTURE AND SERVICE IMPACTS**

**SCHOOL CAPACITY:**

*Elementary School:*  
**Belville**

- ☒ Adequate Capacity
- ☐ Two-Year Capacity Warning
- ☐ Out-of-Capacity

*Middle School:*  
**Leland**

- ☐ Adequate Capacity
- ☐ Two-Year Capacity Warning
- ☒ Out-of-Capacity

*High School:*  
**North Brunswick**

- ☐ Adequate Capacity
- ☐ Two-Year Capacity Warning
- ☒ Out-of-Capacity

**MAJOR ROADWAY IMPACTS:****ROAD ACCESS AND CAPACITY:**☒ **Wilmington MPO**

Road	Capacity Deficiencies
Lanvale Road (SR 1438)	None

**NCDOT PROJECTS AND STUDIES:**☐ **NONE**

Project	Project Type	Project Description	Status
R-4732	TIP	Ocean Hwy (US 17) upgrades to superstreet standards	Scheduled for Reprioritization
R-2633	TIP	Wilmington Bypass -- Construct new 4-lane divided highway from US 17 (near Town Creek) to US 74/76 (near Malmo)	Under Construction - Being completed in 3 Section A, B, & C. Section B- Funded and to be completed by July 2013 & Section A contracts to go out September 2013 with full completion by 2018.
U-3337	TIP	US74/76 & Old Fayetteville Rd. Convert grade separation to interchange	ROW & Construction 2030
R-4063	TIP	Widen Village Rd (SR 1472) to multilanes	ROW & Construction 2030
US 17 Corridor Study	Long Range Study	Future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase.	Completed

**UTILITIES:****CURRENT WATER AND SEWER AVAILABILITY****WATER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☐ Brunswick County Utilities  
☒ Brunswick Regional Water & Sewer District (H<sub>2</sub>O)  
☐ South Brunswick Sanitary District

SIZE OF WATER LINE: 8-inchLOCATION: Lanvale Road**SEWER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☐ Brunswick County Utilities  
☒ Brunswick Regional Water & Sewer District (H<sub>2</sub>O)  
☐ South Brunswick Sanitary District

SIZE OF SEWER LINE: 10-inchLOCATION: Lanvale Road*Developer responsibility to connect to the water and sewer systems.*

**FIRE DISTRICT:**

This rezoning request is located in the Leland Fire District.

<b>ENVIRONMENTAL IMPACTS</b>
------------------------------

- ☐ Located within a FEMA Flood Hazard Zone.
- ☐ Located near a watercourse/water body.
- ☐ Located in the Lockwood Folly Watershed and in the area of the Lockwood Folly River Water Quality Study. The Brunswick County Board of Commissioners have accepted the Lockwood Folly River Roundtable Strategy report.
- ☐ Located in a Significant Natural Heritage Area.

<b>OTHER SITE CONSIDERATIONS</b>
----------------------------------

- ☐ Will correct a split zoning on a parcel(s).
- ☐ Potentially could create a *spot zoning*.
- ☒ Located near residential and commercially zoned property.
- ☐ Located in an Overlay Zoning District.
- ☒ Located near other property designated as Community Commercial in the *Brunswick County CAMA Land Use Plan*.
- ☐ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☐ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located on the rezoning nearby.
- ☐ Historic Site(s) known to be located near the rezoning.

## STAFF RECOMMENDATION

- ☒ **APPROVAL TO:**    ☐ RR    ☐ R-7500    ☐ R-6000    ☐ SBR-6000    ☐ MR-3200  
                                  ☐ CP    ☒ NC    ☐ CLD    ☐ CI    ☐ IG    ☐ RU-I    ☐ MI

- ☐ **DENIAL OF REZONING**



# Map Amendment R-6000 to NC Z-700

TAX PARCEL 0290007601 ADDED BY  
PLANNING BOARD  
ON 4-8-2013

US 74/76

CO-NC

C AND S BLVD NE

N



SR 1437

OLD FAYETTEVILLE RD NE

CO-NC

LAND USE AMENDMENT  
FROM MDR (MEDIUM  
DENSITY RESIDENTIAL)  
TO COMMUNITY COMMERCIAL  
FOR TAX PARCEL  
0290007601  
(ADDED BY PLANNING  
BOARD ON 4-8-13)

02900075

CO-NC

CO-R-6000

Area Proposed  
for Rezoning

0290007501

LANVALE RD NE

0290007802

02900077

0290007601

02900079

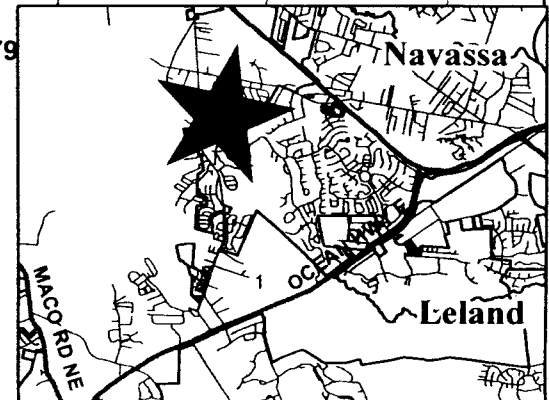
CO-R-6000

02900074

SR 1438

02900076

US 17



1500

CO = County Jurisdiction

# Map Amendment R-6000 to NC Z-700

US 74/76

SR 1437

LAND USE AMENDMENT  
FROM MDR (MEDIUM  
DENSITY RESIDENTIAL)  
TO COMMUNITY COMMERCIAL  
FOR TAX PARCEL  
0290007601  
(ADDED BY PLANNING  
BOARD ON 4-8-13)

02900075

0290007501

**MDR**

02900074

US 17

# Land Use Plan

TAX PARCEL 0290007601 ADDED BY  
PLANNING BOARD  
ON 4-8-2013

**Community  
Commercial**

C AND S BLVD NE

OLD FAYETTEVILLE RD NE

**Community  
Commercial**

**MDR**

Area Proposed  
for Rezoning

0290007802

02900077

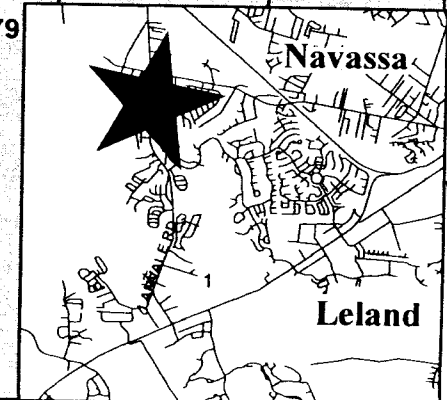
0290007601

02900079

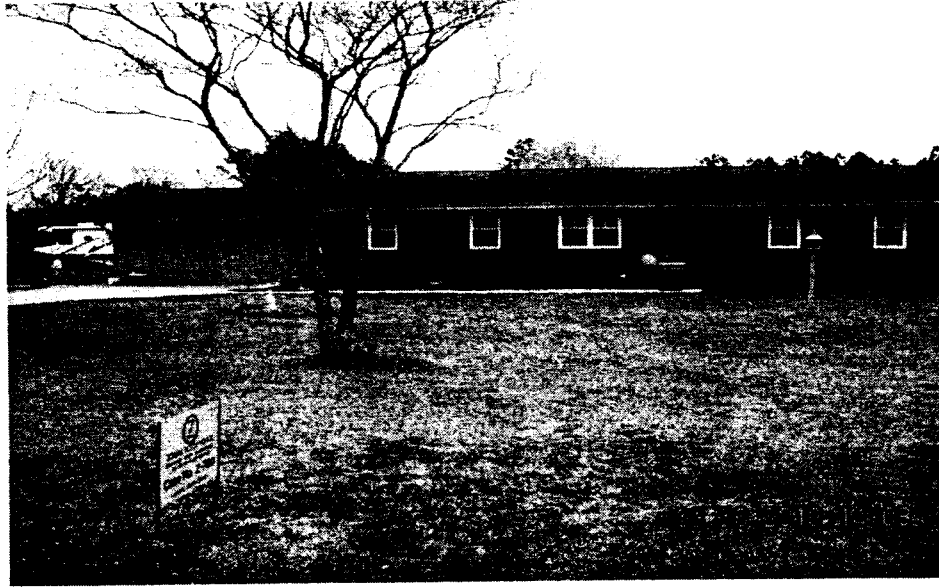
02900076

LANVALE RD NE SR 1438

N



# Pictures Z-700



Rezoning Site



Looking North



Looking South



Looking Across Lanvale Rd



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

153

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-6

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Map Amendment Z-13-701

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Zoning and Map Amendment be included on your 06-May-13 Agenda for a First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1 (Map Amendment Z-701 – Brunswick County Parks and Recreation)

Item 1 is a map amendment initiated by the property owner. This request from CI (Commercial Intensive) to CP (Conservation and Protection) for the Town Creek Park would allow for conservation use of Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC. This land use plan amendment totals 42.71 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from Commercial to Conservation Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC. This land use plan amendment totals 42.71 acres.

Mr. Jim Pryor, Director of Parks & Recreation, addressed the Board. Mr. Pryor said they completed a Comprehensive Plan (Plan) about three (3) years ago for the Parks and Recreation system and the Plan recommended renovations to the existing parks in the County. He stated that during the renovation process, he discovered that a lot of the parks in the County are zoned differently and more so based on adjoining land uses and/or zoning. Mr. Pryor said he met with staff to discuss the appropriate zoning designation for parks and the CP Zoning District seemed to be the most appropriate.

Mr. Candler asked if there are private parks in the County? Mr. Pryor said there is a nature park in the Green Swamp that is affiliated with UNC-Wilmington. Ms. Dixon interjected that it is accessible to the public. She stated that there are some private parks within some planned communities within the County. Mr. Jordan said there are some municipal parks in the County and the Chairman concurred. Mr. Candler was concerned with private parks being put in CP Zoning that do not meet the intent of CP Zoning District. Mr. Jordan said there are State and local requirements that will have to be met. Mr. Candler reiterated his concerns regarding private parks not meeting the intent of the CP Zoning District. Mrs. Henry suggested that the intent of the CP Zoning District say, "County-

With no further comments, the Chairman closed the Public Hearing. Ms. Dixon read the Staff Report (attached). She identified the subject property and surrounding properties on a map displayed on an overhead projector. Ms. Dixon said staff recommends approval to CP (Conservation and Protection) for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map from Commercial to Conservation for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC.

Mrs. Henry asked staff how the CAMA Land Use policies affecting this rezoning supporting commercial development and commercial nodes relate to the CP Zoning District? Ms. Dixon said the property is currently zoned commercial and staff addresses related uses for existing and proposed zoning designations.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

Yes. The proposed change is consistent with the current use of the property.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. This rezoning request is located in the Town Creek Elementary School District, which has adequate capacity; South Brunswick Middle School District has adequate capacity; and South Brunswick High School District has adequate capacity.

This rezoning is located in the Winnabow Fire District.

Water is available by Brunswick County Utilities via a thirty-six inch (36”) main off Ocean Highway (US 17). Sewer is available by Brunswick County Utilities and it is currently being designed.

This rezoning has access off Ocean Highway (US 17) and there are no capacity deficiencies at this time. There are three (3) North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) Projects and one (1) North Carolina Department of Transportation (NCDOT) Study in this area.

- TIP Project R-4732 upgrades Ocean Highway (US 17) to superstreet standards. This project is scheduled for reprioritization.
- Ocean Highway (US 17) upgrades to superstreet. **[No Project Number has been assigned].**
- TIP Project R-2633 Wilmington Bypass – construct new 4-lane divided highway from US 17 (near Town Creek) to US 74/76 (near Malmo). This project is under construction and it is being completed in 3 Sections (A, B, & C). Section B is funded and to be completed by July 2013 and Section A contracts to go out

- US 17 Corridor Study is future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase. This project is completed, development is on-going, and projects are listed on the TIP.

III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

No. However, an amendment can be made to the CAMA Land Use Plan.

IV. Is the proposed amendment reasonable as it relates to the public interest?

Yes. The current use is consistent with the zoning change.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Eric Dunham, Dr. James Graham, Jr., Cynthia Henry, Denny Jordan, and Troy Price (sitting in the audience)

**Members Absent:** None

Planning Staff recommends approval from CI (Commercial Intensive) to CP (Conservation and Protection) for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC.

Planning Staff recommends approval to the Official Brunswick County CAMA Land Use Plan Map from Commercial to Conservation for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC.

Planning Board recommends approval from 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC [unanimous 7 to 0].

Planning Board recommends approval to the Official Brunswick County CAMA Land Use Plan Map from CI (Commercial Intensive) to CP (Conservation and Protection) for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC [unanimous 7 to 0].

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing on Map Amendment Z-13-701 for June 3, 2013 at 6:30 p.m.



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**

2013

156

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**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

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**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:      CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

158

**Zoning Map Amendment No. Z-701**

**Description:** Change in Zoning District from CI (Commercial Intensive) to CP (Conservation and Protection) for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC. This rezoning includes approximately 42.71 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from Commercial to Conservation for Tax Parcels 08400014, 0840001502, 0840006201, and 0840006203 located at 6420 Ocean Highway East (US 17) near Town Creek, NC. This land use plan map amendment includes approximately 42.71 acres.

I. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/>	<b>IS CONSISTENT</b>
<input type="checkbox"/>	<b>IS NOT CONSISTENT</b>

 WITH  
THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/>	<b>IS</b>
<input type="checkbox"/>	<b>IS NOT</b>

 REASONABLE  
AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

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**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,

the Brunswick County Board of Commissioners 

<input type="checkbox"/>	<b>Approve</b>
<input type="checkbox"/>	<b>Deny</b>

 the Rezoning as presented and to amend the CAMA Land Use Plan.



BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

# REZONING STAFF REPORT

Date: April 8, 2013

Case#: Z-701

**Tax Parcels: 08400014, 0840001502, 0840006201, & 0840006203**



## ZONING ANALYSIS

***Proposed Zoning Request:***

**From:** CI (Commercial Intensive)

To: CP (Conservation and Protection)

"The Conservation and Protection District (CP) is intended to be used for the permanent protection and preservation of environmentally sensitive lands, and historical, cultural, and archeological areas of Brunswick County. Generally, activities within a CP district are limited to very low intensity uses, agricultural and silvicultural activities, open space and natural habitat preservation, and very limited residential uses. Construction and land disturbing activities should be limited in nature and scope and should have a very low impact on the environment and the surrounding setting. Public or community water or wastewater facilities are generally discouraged in order to deter development pressure."

**SURROUNDING AREA ZONING DESIGNATIONS:**

**North: RR, CLD, & CI**

East: Cl

**South: CI & R-7500**

**West:**  $\overline{CI}$

**REQUIRED PROJECT BOUNDARY BUFFERS:** ☐ NO CHANGE

ZONING DISTRICT OF SUBJECT PROPERTY	ZONING DISTRICT OF ADJOINING PROPERTY					
	Rural Residential	R-7500 , R-6000, and SBR-6000	MR-3200 and N-C	C-I	C-LD and RU-I	I-G
Rural Residential	.01/.0 <sup>2</sup>	.2/.2	.4/.6	.2/.8	.2/.8	.2/.0
R-7500, R-6000, and SBR-6000	.2/.2	.01/.0 <sup>2</sup>	.2/.4	.2/.6	.2/.6	.2/.0
MR-3200 and N-C	.4/.6	.2/.4	.01/.0 <sup>2</sup>	.2/.6	.2/.6	.2/.0
C-I	.6/.8	.4/.6	.4/.6	.0/.0	.2/.4	.2/.0
C-LD and RU-I	.6/.8	.4/.6	.4/.6	.2/.4	.0/.0 <sup>2</sup>	.2/.0
I-G	.8/.0	.8/.0	.6/.0	.6/.0	.4/.6	.0/.0

Rev. 11-Oct-3

<sup>1</sup> Non-residential uses locating next to vacant property shall be required to provide a 0.2 buffer.

<sup>2</sup> When locating a non-residential use in a Rural Residential, R-7500, R-6000, SBR-6000, MR-3200, NC, CLD, or RU-I zoning district next to an existing residential developed property, a 0.4 buffer shall be required. Non-residential uses locating next to other non-residential uses are not required to provide a buffer.

**PROJECT BOUNDARY BUFFER ALTERNATIVES TABLE:** ☒ **Project buffers not required unless a non-residential use**

MINIMUM REQUIRED PROJECT BOUNDARY BUFFER*				
Required Opacity	Alternative 1	Alternative 2	Alternative 3 Plantings + 6-Foot Fence	Alternative 4 Plantings + 6-Foot Wall
0.2	10 feet 1 canopy 1 understory 7 shrubs	10 feet 1 canopy 2 understory 3 shrubs	<i>Not available</i>	<i>Not available</i>
0.4	20 feet 2 canopy 4 understory 25 shrubs	20 feet 2 canopy 6 understory 9 shrubs	<i>Not available</i>	<i>Not available</i>
0.6	30 feet 3 canopy 6 understory 34 shrubs	30 feet 3 canopy 8 understory 13 shrubs	20 feet 0 canopy 3 understory 3 shrubs	15 feet 0 canopy 3 understory 3 shrubs
0.8	50 feet 5 canopy 7 understory 43 shrubs	50 feet 4 canopy 10 understory 17 shrubs	35 feet 0 canopy 5 understory 7 shrubs	25 feet 0 canopy 5 understory 7 shrubs
1.0	80 feet 5 canopy 8 understory 49 shrubs	80 feet 4 canopy 11 understory 19 shrubs	60 feet 0 canopy 5 understory 7 shrubs	40 feet 5 canopy 0 understory 9 shrubs

\* Buffer Depths and Plants Required Per 100 Linear Feet

## LAND USE ANALYSIS

### *Current Surrounding Area Land Use(s):*

- ☒ Agricultural/Conservation/Forestry Lands
 ☒ Vacant/Undeveloped Property  
☒ Residential
 ☒ Commercial
 ☐ Industrial
 ☐ Institutional
 ☐ Utility

### *Brunswick County CAMA Land Use Plan Land Use Classification: Commercial*

- ☐ Consistent with the Land Use Plan Map
 ☒ Not Consistent with Land Use Plan Map

### Brunswick County CAMA Land Use Plan policies affecting this rezoning:

- P.16 states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
- P.17 states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.
- P.21 states that Brunswick County will encourage/support the development of clean industries in locations where services can be provided, environmental impacts can be mitigated, surrounding land uses are compatible, and transportation systems can support the development.
- P.49 states that Brunswick County supports more intensive land uses to areas that have existing or planned infrastructure.

### *Capital Improvement Plan (CIP):*

- ☒ CIP Projects
 ☐ No CIP Projects

CIP Project(s)	Scheduled
Town Creek Park	FY 2013 & FY 2014
High School	FY 2016

### *Future Surrounding Areas Land Use(s):*

The area surrounding this rezoning request has been experiencing some changes based upon recent land development activities approved by the Brunswick County Planning Department. Several developments (Sullivan Landing Major Subdivision and Rice Creek Plantation PUD) have been approved in the area totaling 2,749 units.

*The rezoning site houses the Town Creek District Park.*

## INFRASTRUCTURE AND SERVICE IMPACTS

### **SCHOOL CAPACITY:**

#### *Elementary School:* **Town Creek**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

#### *Middle School:* **South Brunswick**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

#### *High School:* **South Brunswick**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

**MAJOR ROADWAY IMPACTS:****ROAD ACCESS AND CAPACITY:**☐ **Wilmington MPO**

<b>Road</b>	<b>Capacity Deficiencies</b>
Ocean Highway (US 17)	None

**NCDOT PROJECTS AND STUDIES:**☐ **NONE**

<b>Project</b>	<b>Project Type</b>	<b>Project Description</b>	<b>Status</b>
R-4732	TIP	Ocean Hwy (US 17) upgrades to superstreet standards	Scheduled for Reprioritization
N/A	TIP	Ocean Highway (US 17) upgrades to superstreet	Begins 2013
R-2633	TIP	Wilmington Bypass -- Construct new 4-lane divided highway from US 17 (near Town Creek) to US 74/76 (near Malmo)	Under Construction - Being completed in 3 Section A, B, & C. Section B- Funded and to be completed by July 2013 & Section A contracts to go out September 2013 with full completion by 2018.
US 17 Corridor Study	Long Range Study	Future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase.	Study Complete Development On-going Projects Listed on TIP

**UTILITIES:****CURRENT WATER AND SEWER AVAILABILITY****WATER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>GO)  
☐ South Brunswick Sanitary District

SIZE OF WATER LINE: 36-inch mainLOCATION: Ocean Highway**SEWER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>GO)  
☐ South Brunswick Sanitary District

SIZE OF SEWER LINE: Being DesignedLOCATION: Being Designed

*Developer responsibility to connect to the water and sewer systems. Gravity sewer system being designed to go from Town Creek Elementary to Town Creek District Park.*

**FIRE DISTRICT:**

This rezoning request is located in the Winnabow Fire District.

**ENVIRONMENTAL IMPACTS**

- ☐ Located within a FEMA Flood Hazard Zone.
- ☐ Located near a watercourse/water body.
- ☐ Located in the Lockwood Folly Watershed and in the area of the Lockwood Folly River Water Quality Study. The Brunswick County Board of Commissioners have accepted the Lockwood Folly River Roundtable Strategy report.
- ☐ Located in a Significant Natural Heritage Area.

**OTHER SITE CONSIDERATIONS**

- ☐ Will correct a split zoning on a parcel(s).
- ☐ Potentially could create a *spot zoning*.
- ☒ Located near commercially zoned property.
- ☒ Located in an Overlay Zoning District (CDS-1).
- ☒ Located near other property designated as Commercial in the *Brunswick County CAMA Land Use Plan*.
- ☒ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☒ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located on the rezoning site.
- ☐ Historic Site(s) known to be located on the rezoning site.

**STAFF RECOMMENDATION**

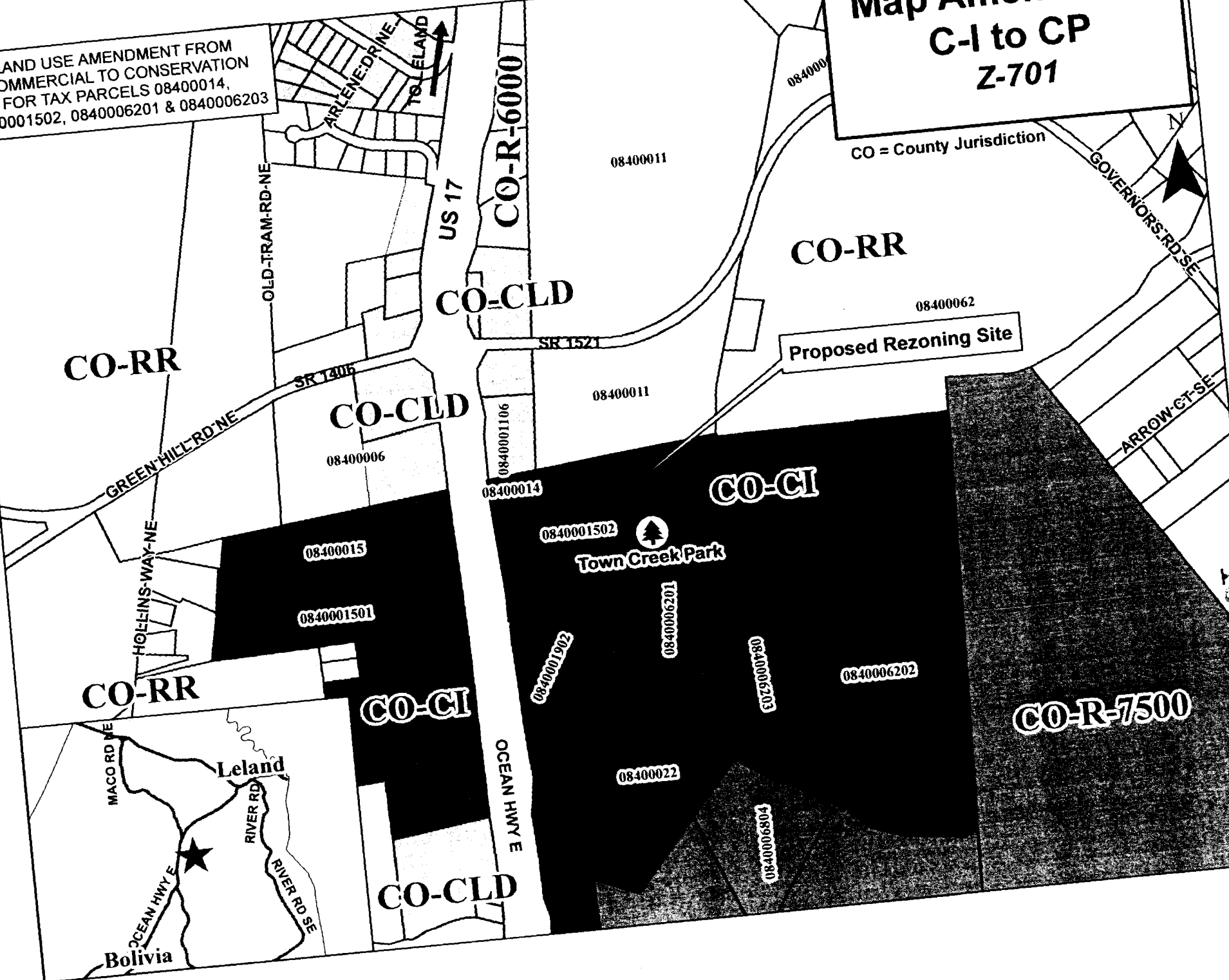
- ☒ **APPROVAL TO:**    ☐ RR   ☐ R-7500   ☐ R-6000   ☐ SBR-6000   ☐ MR-3200  
                                 ☒ CP   ☐ NC   ☐ CLD   ☐ CI   ☐ IG   ☐ RU-I   ☐ MI

- ☐ **DENIAL OF REZONING**

LAND USE AMENDMENT FROM  
COMMERCIAL TO CONSERVATION  
FOR TAX PARCELS 08400014,  
0840001502, 0840006201 & 0840006203

# Map Amendment C-I to CP Z-701

CO = County Jurisdiction



CO-RR

CO-CLD

CO-RR

CO-CLD

CO-CI

CO-RR

CO-CI

CO-R-7500

CO-CLD

Town Creek Park

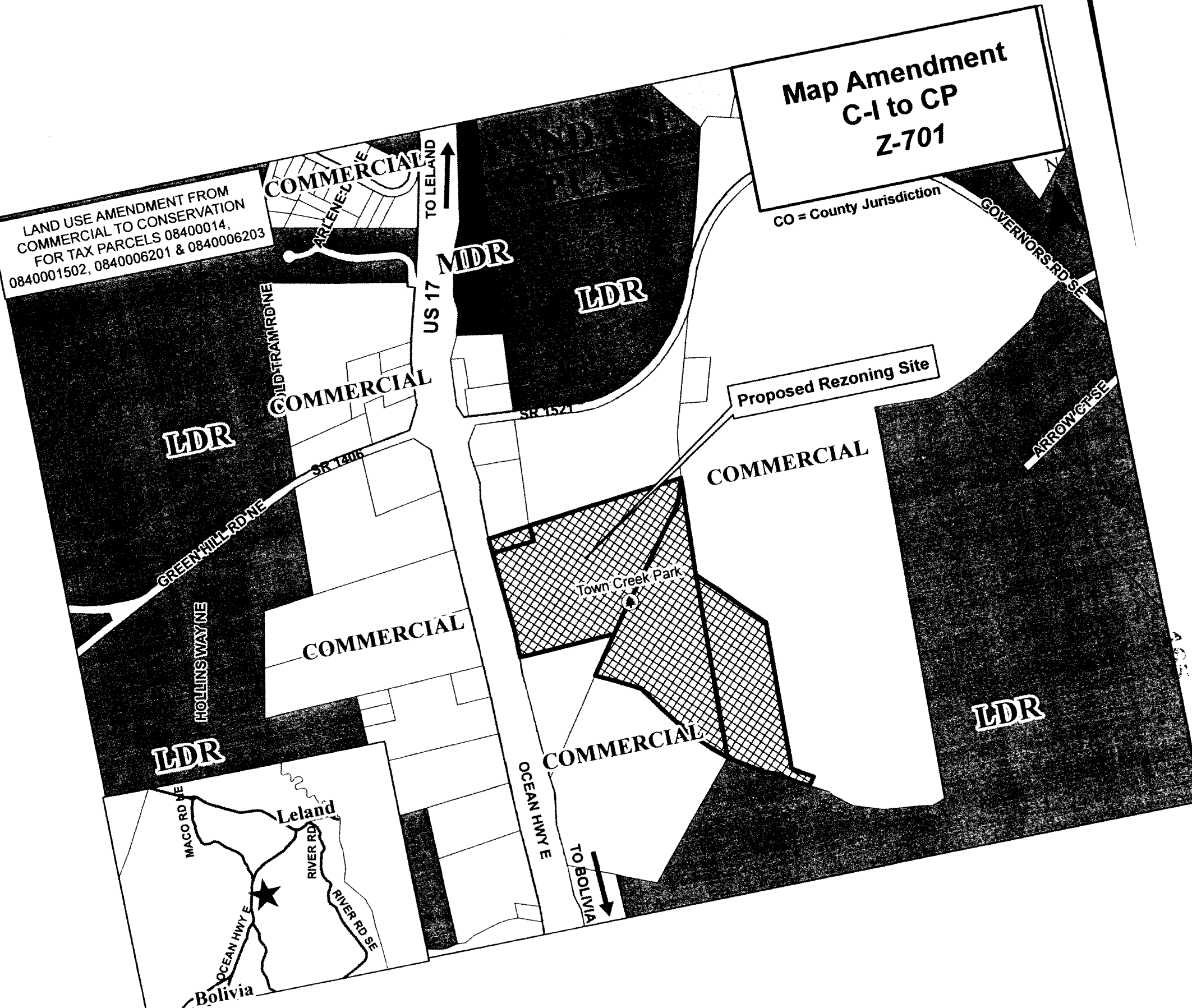
Leland

Bolivia

LAND USE AMENDMENT FROM  
COMMERCIAL TO CONSERVATION  
FOR TAX PARCELS 08400014,  
0840001502, 0840006201 & 0840006203

# Map Amendment C-1 to CP Z-701

CO = County Jurisdiction

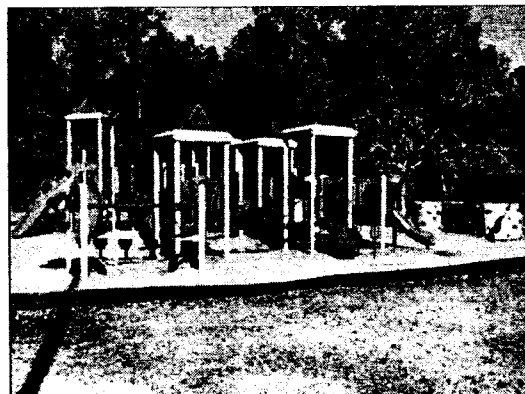
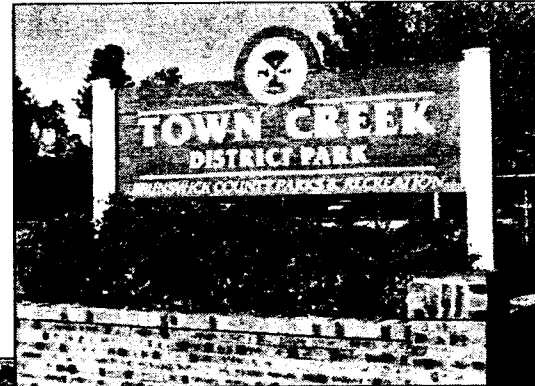




# Pictures Z-701

## ○ REZONING SITE: *TOWN CREEK PARK*

- 35 acres
- 4 baseball/softball fields
- Community Building
- 1 Concession stands
- 1 Basketball Court
- 2 Tennis Courts
- Shuffleboard
- Bocce Ball
- Picnic Shelter
- Playground



# Pictures Z-701



Looking Across US 17



Looking North



Looking South



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
 2013

**TO:** Ann Hardy  
 Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-7

**FROM:** J. Leslie Bell, AICP, HDFP  
 Planning & Community Development  
 Ext. # 2033

**MEETING DATE:** 06-May-13

**DATE SUBMITTED:** 25-Apr-13

**ISSUE/ACTION REQUESTED:**

Map Amendment Z-13-702

**PUBLIC HEARING:** ☐ YES ☒ NO

**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Zoning and Map Amendment be included on your 06-May-13 Agenda for a First Reading and Setting of a Public Hearing. Request a Public Hearing date of 03-Jun-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 08-Apr-13.

Item 1 (Map Amendment Z-702 – Brunswick County Parks and Recreation Department)

Item 1 is a map amendment initiated by the property owner. This request from RR (Rural Low Density Residential) to CP (Conservation and Protection) for Waccamaw Park would allow for conservation use of Tax Parcels 13200045, 1320000801, 1320000802, 1320000803, and 1320004001 located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC. This rezoning totals approximately 36.76 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from LDR (Low Density Residential) to Conservation for Tax Parcels 13200045, 1320000801, 1320000802, and 1320000803 (excluding Tax Parcel 1320004001 as the land use designation already is Conservation) located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC. This land use plan map amendment totals approximately 16.76 acres.

Mr. Jim Pryor, Director of Parks & Recreation, addressed the Board. Mr. Pryor said they completed a Comprehensive Plan (Plan) about three (3) years ago for the Parks and Recreation system and the Plan recommended renovations to the existing parks in the County. He stated that during the renovation process, he discovered that a lot of the parks in the County are zoned in concert with adjoining land uses. Mr. Pryor said he met with staff to discuss the appropriate zoning designation for parks and the CP Zoning District same to be the most appropriate.

With no further comments, the Chairman closed the Public Hearing. Ms. Dixon read the Staff Report (attached). She identified the subject property and surrounding properties on a map displayed on an overhead projector. Ms. Dixon said staff recommends approval to CP (Conservation and Protection) for Tax Parcels 13200045, 1320000801, 1320000802, 1320000803, and 1320004001 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map from Commercial to Conservation for Tax Parcels 13200045, 1320000801, 1320000802, and 1320000803 located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC.

Mr. Jordan asked staff why these properties have not been combined? Ms. Dixon said that may happen in the future, but currently they are in the park planning phase with adding property and expanding the existing park.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

Yes. The proposed change is consistent with the current use of the property.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. This rezoning request is located in the Waccamaw Elementary School District, which has a two-year capacity warning; Waccamaw Middle School District has a two-year capacity warning; and West Brunswick High School District has adequate capacity.

This rezoning is located in the Waccamaw Fire District.

Water is available by Brunswick County Utilities via a twelve inch (12") main off Waccamaw School Road NW (SR 1330). Sewer is not available at this time.

This rezoning has access off Waccamaw School Road NW (SR 1330) and there are no capacity deficiencies at this time. There are no North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) Projects and no North Carolina Department of Transportation (NCDOT) Study in this area.

- III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

No. However, an amendment can be made to the CAMA Land Use Plan.

- IV. Is the proposed amendment reasonable as it relates to the public interest?

Yes.

Mr. Candler was concerned with the potential of jeopardizing future expansion of Waccamaw School because parking lots or stormwater may not be possible on the site. The Chairman said there are some adjacent parcels nearby and; hopefully, the County will have the forethought to procure adjacent parcels while planning for a potential expansion of Waccamaw School.

Mrs. Henry asked if the County could expand the school in the park property since they own both sites? The Chairman said Educational Facilities are not permitted in the CP Zoning District. Mr. Bell said a rezoning would have to occur. Mr. Pryor stated that Tax Parcel 1320000803 was part of the school property that was deeded to the County to make this a joint school/park facility. He further stated that they applied for a State grant and ownership has to be shown in order to receive grant monies. Mr. Pryor said the Board of Education supports this zoning change and they did not have any problem with

the watershed issue. He said the County signed a statement saying this will be a park in perpetuity.

After some discussion between the Board members, the Chairman asked that staff note to the Board of Commissioners that there was a concern to limit parks for public use only in the CP Zoning District.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☐ YES ☒ NO  
**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☒ NO  
**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☒ NO  
**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☐ YES ☒ NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Eric Dunham, Dr. James Graham, Jr., Cynthia Henry, Denny Jordan, and Troy Price (sitting in the audience)

**Members Absent:** None

Planning Staff recommends approval from CI (Commercial Intensive) to CP (Conservation and Protection) for Tax Parcels 13200045, 1320000801, 1320000802, 1320000803, and 1320004001 located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC.

Planning Staff recommends approval to the Official Brunswick County CAMA Land Use Plan Map from Commercial to Conservation for Tax Parcels 13200045, 1320000801, 1320000802, and 1320000803 (excluding Tax Parcel 1320004001 as the land use designation already is Conservation) located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC.

Planning Board recommends approval from CI (Commercial Intensive) to CP (Conservation and Protection) for Tax Parcels 13200045, 1320000801, 1320000802, 1320000803, and 1320004001 located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC [unanimous 7 to 0].

Planning Board recommends approval to the Official Brunswick County CAMA Land Use Plan Map from Commercial to Conservation for Tax Parcels 13200045, 1320000801, 1320000802, and 1320000803 (excluding Tax Parcel 1320004001 as the land use designation already is Conservation) located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC [unanimous 7 to 0].

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Schedule Public Hearing on Map Amendment Z-13-702 for June 3, 2013 at 6:30 p.m.

**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
2. \_\_\_\_\_

- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

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**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**  
**DENIED:**  
**DEFERRED**  
**UNTIL:**

☐  
☐

**ATTEST:      CLERK TO THE BOARD**

---

**SIGNATURE**

**OTHER:**

1113

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

**Zoning Map Amendment No. Z-702**

**Description:** Change in Zoning District from CI (Commercial Intensive) to CP (Conservation and Protection) for Tax Parcels 13200045, 1320000801, 1320000802, 1320000803, and 1320004001 located at 5855 Waccamaw School Road NW (SR 1330) near own Creek, NC. This rezoning includes approximately 36.76 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from LDR (Low Density Residential) to Conservation for Tax Parcels 13200045, 1320000801, 1320000802, and 1320000803 (excluding Tax Parcel 1320004001 as the land use designation already is Conservation) located at 5855 Waccamaw School Road NW (SR 1330) near Ash, NC. This land use plan map amendment includes approximately 16.76 acres.

I. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/> <b>IS CONSISTENT</b>
<input type="checkbox"/> <b>IS NOT CONSISTENT</b>

 WITH

THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 

<input type="checkbox"/> <b>IS</b>
<input type="checkbox"/> <b>IS NOT</b>

 REASONABLE

AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

\_\_\_\_\_  
\_\_\_\_\_

**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,

the Brunswick County Board of Commissioners 

<input type="checkbox"/> <b>Approve</b>
<input type="checkbox"/> <b>Deny</b>

 the Rezoning as presented and to amend the CAMA Land Use Plan.

## BRUNSWICK COUNTY BOARD OF COMMISSIONERS

---

Phil Norris, Chairman

ATTEST:

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Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



Tax Parcels: 13200045, 1320000801, 1320000802,  
1320000803 & 1320004001

ZONING DISTRICT OF SUBJECT PROPERTY	ZONING DISTRICT OF ADJOINING PROPERTY					
	Rural Residential	R-7500 , R-6000, and SBR-6000	MR-3200 and N-C	C-I	C-LD and RU-I	I-G
Rural Residential	.0 <sup>1</sup> /0 <sup>2</sup>	.2/.2	.4/.6	.2/.8	.2/.8	.2/1.0
R-7500, R-6000, and SBR-6000	.2/.2	.0 <sup>1</sup> /0 <sup>2</sup>	.2/.4	.2/.6	.2/.6	.2/1.0
MR-3200 and N-C	.4/.6	.2/.4	.0 <sup>1</sup> /0 <sup>2</sup>	.2/.6	.2/.6	.2/1.0
C-I	.6/.8	.4/.6	.4/.6	.0/.0	.2/.4	.2/1.0
C-LD and RU-I	.6/.8	.4/.6	.4/.6	.2/.4	.0/.0 <sup>2</sup>	.2/1.0
I-G	.8/1.0	.8/1.0	.6/1.0	.6/1.0	.4/.6	.0/.0

Rev. 11-Oct-3

<sup>1</sup> Non-residential uses locating next to vacant property shall be required to provide a 0.2 buffer.

<sup>2</sup> When locating a non-residential use in a Rural Residential, R-7500, R-6000, SBR-6000, MR-3200, NC, CLD, or RU-I zoning district next to an existing residential developed property, a 0.4 buffer shall be required. Non-residential uses locating next to other non-residential uses are not required to provide a buffer.

PROJECT BOUNDARY BUFFER ALTERNATIVES TABLE: ☒ Project buffers not required unless a non-residential use

MINIMUM REQUIRED PROJECT BOUNDARY BUFFER*				
Required Opacity	Alternative 1	Alternative 2	Alternative 3 Plantings + 6-Foot Fence	Alternative 4 Plantings + 6-Foot Wall
0.2	10 feet 1 canopy 1 understory 7 shrubs	10 feet 1 canopy 2 understory 3 shrubs	Not available	Not available
0.4	20 feet 2 canopy 4 understory 25 shrubs	20 feet 2 canopy 6 understory 9 shrubs	Not available	Not available
0.6	30 feet 3 canopy 6 understory 34 shrubs	30 feet 3 canopy 8 understory 13 shrubs	20 feet 0 canopy 3 understory 3 shrubs	15 feet 0 canopy 3 understory 3 shrubs
0.8	50 feet 5 canopy 7 understory 43 shrubs	50 feet 4 canopy 10 understory 17 shrubs	35 feet 0 canopy 5 understory 7 shrubs	25 feet 0 canopy 5 understory 7 shrubs
1.0	80 feet 5 canopy 8 understory 49 shrubs	80 feet 4 canopy 11 understory 19 shrubs	60 feet 0 canopy 5 understory 7 shrubs	40 feet 5 canopy 0 understory 9 shrubs

\* Buffer Depths and Plants Required Per 100 Linear Feet

## LAND USE ANALYSIS

Current Surrounding Area Land Use(s):

☒ Agricultural/Conservation/Forestry Lands

☒ Vacant/Undeveloped Property

☒ Residential

☐ Commercial

☐ Industrial

☒ Institutional

☒ Utility

**Brunswick County CAMA Land Use Plan Land Use Classification: LDR & Conservation**

☒ Consistent with the Land Use Plan Map  
(Tax Parcel 1320004001)

☒ Not Consistent with Land Use Plan Map  
(Tax Parcels 13200045, 1320000801, 1320000802, 1320000803)

Brunswick County CAMA Land Use Plan policies affecting this rezoning:

- P.49 states that Brunswick County supports more intensive land uses to areas that have existing or planned infrastructure.

**Capital Improvement Plan (CIP):**

☒ CIP Projects      ☐ No CIP Projects

CIP Project(s)	Scheduled
Waccamaw Park	FY 2013 & FY 2014
High School	FY 2016

**Future Surrounding Areas Land Use(s):**

The area surrounding this rezoning request has not been experiencing changes based upon recent land development activities approved by the Brunswick County Planning Department.

*The rezoning site houses the Waccamaw District Park. Directly adjacent to the park site is the Waccamaw Community Building. The Waccamaw Community Building is an historic building that at one time was a school.*

**INFRASTRUCTURE AND SERVICE IMPACTS**

**SCHOOL CAPACITY:**

**Elementary School:**  
**Waccamaw**

- ☐ Adequate Capacity  
☒ Two-Year Capacity Warning  
☐ Out-of-Capacity

**Middle School:**  
**Waccamaw**

- ☐ Adequate Capacity  
☒ Two-Year Capacity Warning  
☐ Out-of-Capacity

**High School:**  
**West Brunswick**

- ☒ Adequate Capacity  
☐ Two-Year Capacity Warning  
☐ Out-of-Capacity

**MAJOR ROADWAY IMPACTS:**

**ROAD ACCESS AND CAPACITY:**

☐ **Wilmington MPO**

Road	Capacity Deficiencies
Waccamaw School Road (SR 1330)	None

**NCDOT PROJECTS AND STUDIES:**

☒ **NONE**

**UTILITIES:**

<b><u>CURRENT WATER AND SEWER AVAILABILITY</u></b>	
<p><b><u>WATER:</u></b>                      <input type="checkbox"/> Not Available                      <input checked="" type="checkbox"/> Available</p> <p style="margin-top: 10px;"><b><u>PROVIDER:</u></b></p> <p><input checked="" type="checkbox"/> Brunswick County Utilities</p> <p><input type="checkbox"/> Brunswick Regional Water &amp; Sewer District (H<sub>2</sub>GO)</p> <p><input type="checkbox"/> South Brunswick Sanitary District</p>	<p>SIZE OF WATER LINE: <u>12-inch main</u></p> <p>LOCATION: <u>Waccamaw School</u></p>
<p><b><u>SEWER:</u></b>                      <input checked="" type="checkbox"/> Not Available                      <input type="checkbox"/> Available</p> <p style="margin-top: 10px;"><b><u>PROVIDER:</u></b></p> <p><input type="checkbox"/> Brunswick County Utilities</p> <p><input type="checkbox"/> Brunswick Regional Water &amp; Sewer District (H<sub>2</sub>GO)</p> <p><input type="checkbox"/> South Brunswick Sanitary District</p>	<p>SIZE OF SEWER LINE: <u>N/A</u></p> <p>LOCATION: <u>N/A</u></p>
<p><i>Developer responsibility to connect to the water systems.</i></p>	

***FIRE DISTRICT:***

This rezoning request is located in the Waccamaw Fire District.

<b>ENVIRONMENTAL IMPACTS</b>
------------------------------

- ☐ Located within a FEMA Flood Hazard Zone.
- ☐ Located near a watercourse/water body.
- ☐ Located in the Lockwood Folly Watershed and in the area of the Lockwood Folly River Water Quality Study. The Brunswick County Board of Commissioners have accepted the Lockwood Folly River Roundtable Strategy report.
- ☐ Located in a Significant Natural Heritage Area.

### OTHER SITE CONSIDERATIONS

- ☐ Will correct a split zoning on a parcel(s).
- ☐ Potentially could create a *spot zoning*.
- ☒ Located near residentially zoned property.
- ☐ Located in an Overlay Zoning District.
- ☒ Located near other property designated as LDR & Conservation in the *Brunswick County CAMA Land Use Plan*.
- ☐ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☒ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located on the rezoning site.
- ☒ Historic Site(s) known to be located near the rezoning site (*Waccamaw Community Building*).

### STAFF RECOMMENDATION

- ☒ **APPROVAL TO:**    ☐ RR   ☐ R-7500   ☐ R-6000   ☐ SBR-6000   ☐ MR-3200  
                                  ☒ CP   ☐ NC   ☐ CLD   ☐ CI   ☐ IG   ☐ RU-I   ☐ MI

- ☐ **DENIAL OF REZONING**

# Map Amendment RR to CP Z-702

CO = County Jurisdiction

N

LAND USE AMENDMENT FROM  
LDR TO CONSERVATION  
FOR TAX PARCELS  
13200045, 132000801,  
132000802 & 132000803

CO-RR

11700051

CO-RR

13200040

CO-RR

CO-RR

13200024

Proposed Rezoning Site

Waccamaw  
School  
13200008

13200045

Waccamaw Park

132000801

132000802

132000803

1320004001

SR 1329 BABSON RD NW

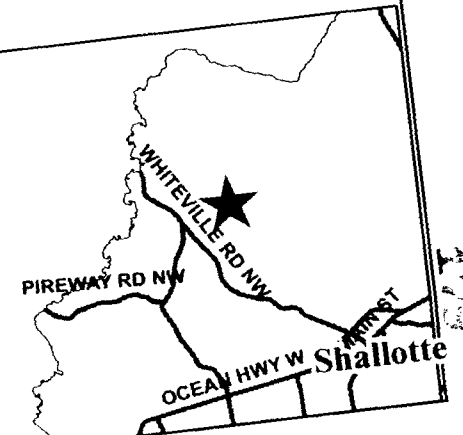
SR 1330

WACCAMAW SCHOOL RD NW

CO-CLD

WHITEVILLE RD NW  
NC 136

TO SHALLOTTE



LAND USE AMENDMENT FROM  
LDR TO CONSERVATION  
FOR TAX PARCELS  
13200045, 1320000801,  
1320000802 & 1320000803

# LAND USE PLAN

Map Amendment  
RR to CP  
Z-702

CO = County Jurisdiction

N

LDR

LDR

LDR

Conservation

Proposed Rezoning Site

LDR

Conservation

Commercial

Conservation

Commercial

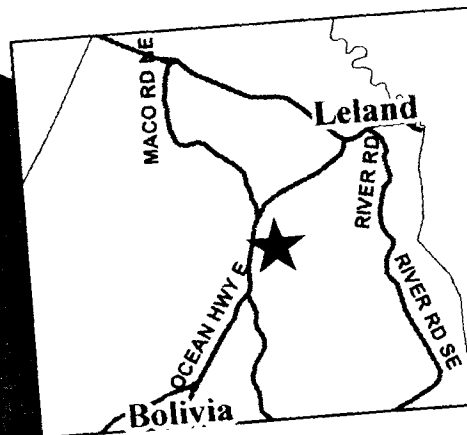
Waccamaw School

Waccamaw Park

SR 1329 BABSON RD NW

SR 1330 WACCAMAW SCHOOL RD NW

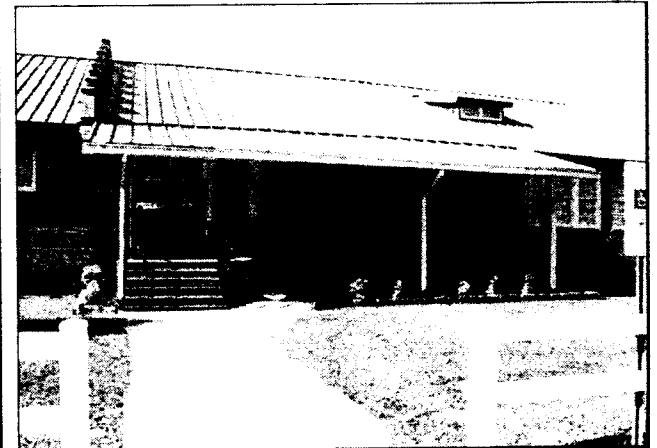
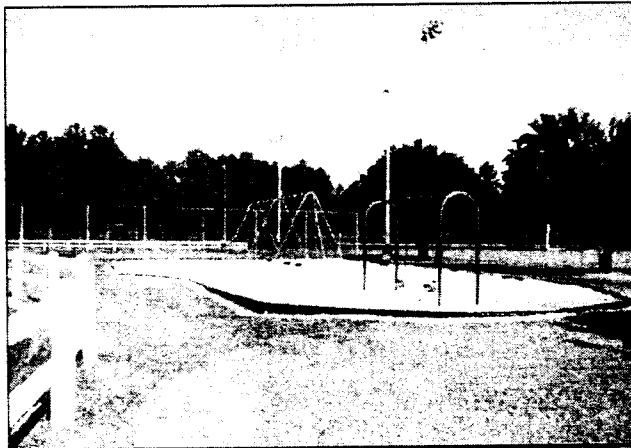
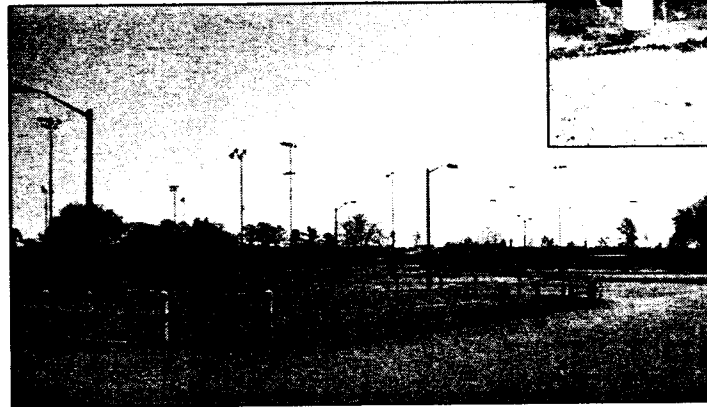
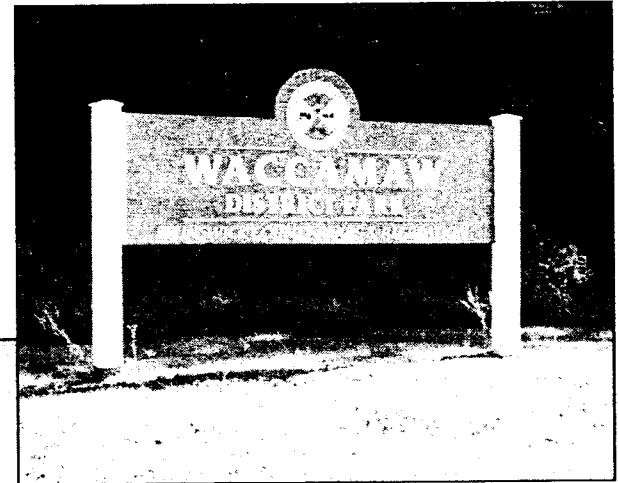
WHITEVILLE RD NW



# Pictures Z-702

## ● REZONING SITE: WACCAMAW PARK

- 30 acres
- 2 baseball/softball fields
- Community Center
- 1 Concession stands
- 1 Basketball Court
- 2 Tennis Courts
- Volleyball Court
- 2 Picnic Shelter
- Playground





# Pictures Z-702



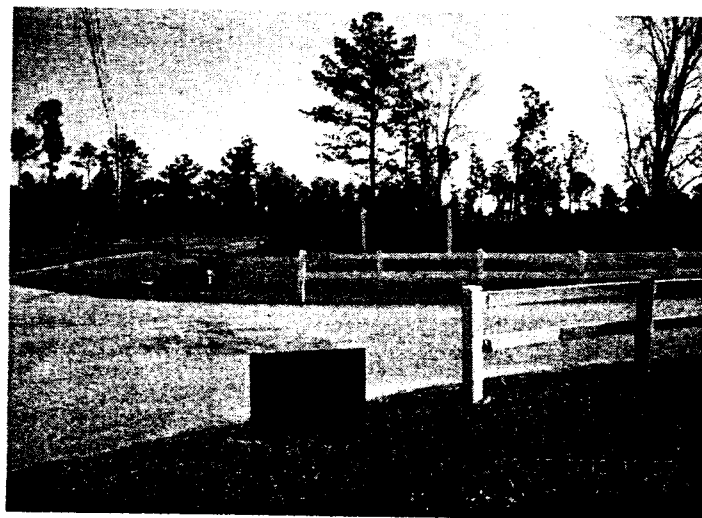
Looking Across Waccamaw  
School Road



Waccamaw School



Looking North on  
Waccamaw School Road



Looking East on  
Waccamaw School Road



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

183

**TO:** Ann Hardy Special Assistant to the County Manager      **ACTION ITEM #:** VIII-8  
**FROM:** J. Leslie Bell, AICP, HDFP      **MEETING DATE:** 06-May-13  
Planning & Community Development      **DATE SUBMITTED:** 30-Apr-13  
Ext. # 2033

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Staff requests consideration of financial support in the form of fee deferrals not to exceed \$100k at 2% interest with a maximum 20 year payback period for two proposed tax credit affordable multi-family developments.

---

**BACKGROUND/PURPOSE OF REQUEST:**

In an effort to support the need for affordable rental housing in Brunswick County, two of the five (5) 2013 Housing Credit Preliminary Applications (**Abbington Oaks**, Southport, NC located along NC 211 submitted by KRP Investments, LLC and **River Pointe**, Shallotte, NC located along White St and submitted by Southern Properties and Development, LLC) submitted to the NC Housing Finance Agency for the 2013 tax credit cycle have requested support. Based on a meeting (between County Manager and me) with each developer and understanding that 1) only one development application will be awarded to Brunswick County, and 2) Brunswick County proposed tax credit developments also are competing with other jurisdictions in our region, we are requesting that the Board of Commissioners consider approving a Resolution of Support for each of the two proposed developments. Both parcels currently are zoned appropriately and include one, two, and three bedroom units.

Attached are summaries (one proposed development's Executive Summary and one proposed development's E-mail Summary) of each proposed development, targeted household median incomes, and number of total units (by bedroom) proposed to be developed.

In an effort to provide fairness, no recommendation of one proposed development over the other is being requested. Support from the local unit of government assists in making such proposed development more competitive in the region and improves Brunswick County's chances of securing needed affordable housing that meet market demand.

Again, only one development will be funded for tax credits by the North Carolina Housing Finance Agency.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☐ YES ☐ NO  
**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☒ NO  
**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☐ NO  
**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☐ YES ☒ NO



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

184

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES

☒ NO

☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

---

**ATTACHMENTS:**

1. Request of Support from Each Developer.
  2. Location Map of Each Proposed Development.
  3. Development Summaries of Each Proposed Development.
  4. Each Limited Liability Company Information from NC Sec. of State.
  5. Abbingon Oaks & River Pointe Resolutions.
  6. \_\_\_\_\_
  7. \_\_\_\_\_
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_
-

---

**From:** Stephen Brock <stephen@brockvi.com>  
**Sent:** Friday, January 25, 2013 5:52 PM  
**To:** Leslie Bell  
**Subject:** NC Scores Apps  
**Attachments:** 2013PreApps.pdf

List attached. 5 apps in Bruns Co....NCHFA will only fund one.

Competition summary: If everyone gets perfect score (most will), tie breaker is lowest tax credits per unit...winners and losers separated here. See p. 6 of attached for list of properties in the "East" bucket sorted by lowest credits per unit.

We're sitting at #2 within Brunswick Co if winners were decided today....well within striking distance of #1....#3 in the mix too....prob not #4 and 5. Everyone's numbers change when second part of application goes in in May. Site scores in March will offer a bit more clarity. Some will withdraw their apps Monday too.

Any funding from the county will help our credits per unit number. We can improve our credits per unit in other ways (that's confidential, of course), but some funding--direct or indirect-- could push us across the goal line.

This is the deal that can feed this area for a long time to come....2 maybe 3 more phases over 6-10 years could follow on this overall parcel alone.

Please treat this email as confidential. Talk to you week after next.

Thanks,

Stephen

## Brunswick County, NC



Parcel Number	2050003701	Plat Date	3/14/2008
Account Number		Land Value	\$139,470
PIN	208711671326	Building Value	\$0
Owner	DEB 211 LLC	Other Value	\$0
Owner Address 1		Deferred Value	\$0
Owner Address 2	4022 OLD BRIDGE ROAD #D	Total Taxable Value	\$139,470
City	SOUTHPORT	Heated Sq Ft	
State	NC	Year Built	
Zip	28461	Bedrooms	
Legal Description		Full Baths	
Parcel Street Number		Stories	
Parcel Street		Ext. Wall 1	
Street Type		Ext. Wall 2	
Street Dir		Neighborhood	3007
Subdivision		Municipality	
Deed Book	2671	Fire Tax District	Southport
Deed Page	0930	Township	SMITHVILLE
Deed Date	9/7/2007	Acreage	14.65
Plat Book	0049	Sale Price	
Plat Page	0014		

**Disclaimer:** Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

**Map Scale**  
1 inch = 509 feet

**PROFESSIONAL MARKET STUDY (REVISED)  
FOR THE ABBINGTON OAKS APARTMENTS  
A PROPOSED LIHTC DEVELOPMENT**

**LOCATED IN:  
SOUTHPORT, BRUNSWICK COUNTY, NC**

**APP13-0161**

**PREPARED FOR THE:  
NORTH CAROLINA HOUSING FINANCE AGENCY  
RALEIGH, NORTH CAROLINA**

**PREPARED BY:  
KOONTZ and SALINGER  
P.O. BOX 37523  
RALEIGH, NC 27627-7523**

**APRIL, 2013**

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## SECTION A

### EXECUTIVE SUMMARY

#### 1. Scope of Work

The proposed LIHTC new construction multi-family development will target very low to moderate income households in Southport and Brunswick County, North Carolina.

The market study assignment was to ascertain market demand for a proposed new construction LIHTC multi-family development to be known as the **Abbingdon Oaks Apartments**, for the North Carolina Housing Finance Agency (NCHFA), under the following scenario:

#### Project Description

PROPOSED PROJECT PARAMETERS			
Bedroom Mix	# of Units	Unit Size (Heated sf)	Unit Size (Gross sf)
1BR/1b	20	773	Na
2BR/2b	36	1140	Na
3BR/2b	16	1251	Na
Total	72		

Twenty-five percent of the units will target households at 40% and below of the area median income (AMI); 25% of the units will target households at 50% and below of AMI, and 50% of the units will target households at 60% and below of AMI. The net rent will exclude water, sewer, and include trash removal.

PROPOSED PROJECT RENTS @ 40% AMI				
Bedroom Mix	# of Units	Net Rent	Utility Allowance*	Gross Rent
1BR/1b	5	\$367	\$103	\$470
2BR/2b	9	\$431	\$134	\$565
3BR/2b	4	\$487	\$165	\$652

\*Source: NCHFA Preliminary Application, submission data: 1/24/2013



PROPOSED PROJECT RENTS @ 50% AMI				
Bedroom Mix	# of Units	Net Rent	Utility Allowance*	Gross Rent
1BR/1b	5	\$485	\$103	\$588
2BR/2b	9	\$560	\$134	\$694
3BR/2b	4	\$640	\$165	\$805

PROPOSED PROJECT RENTS @ 60% AMI				
Bedroom Mix	# of Units	Net Rent	Utility Allowance*	Gross Rent
1BR/1b	10	\$540	\$103	\$643
2BR/2b	18	\$630	\$134	\$764
3BR/2b	8	\$730	\$165	\$895

\*Source: NCHFA Preliminary Application, submission data: 1/24/2013

### **NCHFA Market Study Guidelines**

As required by the NCHFA the market study process followed the most recent set of NCHFA Market Study Guidelines. Some important elements of the guidelines that are somewhat unique to the current set of NCHFA Market Study Guidelines and incorporated into the market study (where applicable) are:

- the PMA is to be coordinated with and approved by the NCHFA,
- the definition of the elderly target market is population is determined by the applicant. However age 62+ will be examined for a USDA-RD Section 515 elderly, and age 55+ for all other LIHTC elderly developments,
- rent overburden analysis is to be incorporated into the demand methodology versus mobility analysis for existing renters,
- new household growth is to be estimated between 2012 and 2015, and
- for projects with Section 8 project-based rental assistance, there will be one demand calculation. The analyst should only use the lesser of tax credit rents (maximum allowable rents) or the proposed development rents based on income targeting designation in the application.
- a small segment of demand from elderly home owners can be incorporated into the demand methodology for applications targeting the elderly. This demand factor can be no more than 2% in urban and 5% in rural markets.

Other, specific elements of the methodology are discussed with the text of the study.

**2a. Average Vacancy Rate for Comparable Market Rate Properties:**

- 4.6% (for stabilized market rate properties)

**2b. Average Vacancy Rate for LIHTC Family Properties:**

- 2.6%

**3. Capture Rates:**

- The capture rates by income segment and bedroom mix are exhibited below:

Capture Rates by Bedroom Type & Income Targeting				
Income Targeting	1BR	2BR	3BR	4BR
40% AMI	8.5	9.2%	10.5%	--
50% AMI	9.1	9.8%	11.1%	--
60% AMI	12.8	13.8%	15.4%	--

- The overall project capture rate is estimated at approximately 11.3%.

**4. Absorption Rate:**

- Under the assumption that the proposed development will be: (1) built as described within this market study, (2) will be subject to professional management, and (3) will be subject to an extensive marketing and pre-leasing program, the proposed 72-unit development is forecast to be 90% absorbed within 9 to 10 months.
- The primary source of the approximation is based upon: (1) the rent-up period of the Cardinal Pointe LIHTC family property located in Shallotte. The 192-unit property was built in 3 phases between 2003 and 2007, and was reported that each phase was "quickly" absorbed, and (2) the rent-up period of the Egret Pointe LIHTC family property located in Leland. The 64-unit property opened in 2007, and was 100% occupied within 2-months.

**5. Strength/Depth of Market:**

- At the time of the market study, market depth was considered to be very adequate in order to incorporate the proposed subject LIHTC family development. The proposed subject net rents are very competitively positioned at all target AMI segments. Section 8 voucher support has both historic and current positive indicators. In addition, the subject site location is considered to be one that will enhance marketability and the rent-up process.

#### 6. Bedroom Mix:

- The subject will offer 1BR, 2BR, and 3BR units. Based upon market findings and capture rate analysis, the proposed bedroom mix is considered to be appropriate. All household sizes will be targeted, from a single person household to large family households. The bedroom mix at the most recent LIHTC family properties in the Southport competitive environments (Phases I and II of Cardinal Pointe) offered 1BR, 2BR, and 3BR units. All bedroom types were very well received by the market in terms of demand and absorption.

#### 7. Long Term Negative Impact:

- In the opinion of the analyst, based upon market findings and interviews with LIHTC property managers, neither significant short term nor long-term negative impact is to be expected within the PMA LIHTC market. At the time of the survey, the existing LIHTC family developments located within the market area were on average 97% occupied, and all maintained a waiting list. At the time of the survey, the newest LIHTC family development introduced within the immediate area of the Southport competitive environment (Cardinal Pointe) was 97.5% occupied, and maintained a waiting list.

#### 8. Proposed Net Rents & Market Rent Advantage:

- The proposed Abbingtion Oaks Apartment net rents at 40%, 50%, and 60% of AMI are positioned to be very competitive within the market.

##### Percent Advantage:

	<u>40% AMI</u>	<u>50% AMI</u>	<u>60% AMI</u>
1BR/1b:	39%	20%	11%
2BR/2b:	38%	20%	10%
3BR/2b:	40%	21%	10%
<u>Overall:</u>	20%		

#### 9. Achievable Restricted (LIHTC) Rents:

- The proposed gross rents, by bedroom type at 40%, 50%, and 60% AMI are considered to be very competitively positioned within the market. In addition, they are appropriately positioned in order to attract income and age qualified Section 8 Housing Choice Voucher holders within Southport and Brunswick County, for the proposed subject 1BR, 2BR, and 3BR units.
- It is recommended that the proposed subject LIHTC net rents at 40%, 50%, and 60% AMI remain unchanged, neither increased nor decreased. The proposed LIHTC family development, and proposed subject net rents are in line

with the other LIHTC and program assisted developments operating in the market without PBRA, deep subsidy USDA rental assistance (RA), or attached Section 8 vouchers, when taking into consideration differences in income restrictions, unit size and amenity package.

- Both the Koontz & Salinger and HUD based rent reconciliation processes suggest that the proposed subject net rents could be positioned at a higher level and still attain a rent advantage position of greater than 10%. However, the subject's gross rents are already closely positioned to be under Fair Market Rents for Brunswick County, while at the same time it will be operating within a competitive environment.

**Project Name: Abbington Oaks Apartments**

**Project Type: LIHTC-family**

Data Summary						
BR Type	Income Targeting	Total Demand	Supply	Net Demand	Units Proposed	Capture Rate
1BR	40% AMI	59	0	59	5	8.5%
1BR	50% AMI	55	0	55	5	9.1%
1BR	60% AMI	78	0	78	10	12.8%
1BR	Overall	192	0	192	20	10.4%
2BR	40% AMI	98	0	98	9	9.2%
2BR	50% AMI	92	0	92	9	9.8%
2BR	60% AMI	130	0	130	18	13.8%
2BR	Overall	320	0	320	36	11.2%
3BR	40% AMI	38	0	38	4	10.5%
3BR	50% AMI	36	0	36	4	11.1%
3BR	60% AMI	52	0	52	8	15.4%
3BR	Overall	126	0	126	16	12.7%
Total		638	0	638	72	11.3%

Key Findings	
Overall Capture Rate - 40% LIHTC Units	9.2%
Overall Capture Rate - 50% LIHTC Units	9.8%
Overall Capture Rate - 60% LIHTC Units	13.8%
Entire Project Capture Rate	11.3%
Absorption Period in Months to 90%	9-10 mos.
Comparables Only Vacancy Rate in PMA	4.6%
LIHTC Vacancy Rate w/in Comparables in PMA	2.6%
Long Term effect on other LIHTC projects within PMA	None

**10. Recommendation:**

- No changes are recommended within the proposed project parameters as presently configured.



**Elaine F. Marshall**  
**Secretary**

North Carolina

**DEPARTMENT OF THE**  
**SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Account Login Register

Date: 4/30/2013

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### Corporation Names

Name	Name Type
NC KRP INVESTMENTS, LLC	LEGAL

### Limited Liability Company Information

SOSID:	0870697
Status:	Current-Active
Effective Date:	10/5/2006
Citizenship:	DOMESTIC
State of Inc.:	NC
Duration:	PERPETUAL
Annual Report Status:	CURRENT

### Registered Agent

Agent Name:	BLANCO TACKABERY & MATAMOROS, P.A.
Office Address:	110 S STRATFORD ROAD FIFTH FLOOR WINSTON SALEM NC 27104
Mailing Address:	PO DRAWER 25008 WINSTON SALEM NC 27114-5008

### Principal Office

Office Address:	7556 RIVERSIDE CT CLEMMONS NC 27012
Mailing Address:	7556 RIVERSIDE CT CLEMMONS NC 27012

### Officers

Title:	MANAGER
Name:	KAREN R PERRY
Business Address:	7556 RIVERSIDE CT CLEMMONS NC 27012

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**RESOLUTION IN SUPPORT OF ABBINGTON OAKS  
TO THE NORTH CAROLINA HOUSING FINANC AGENCY FOR TAX CREDIT  
CONSIDERATION**

In consideration of the proposed “Abbingtion Oaks” workforce housing development in Southport, NC and

WHEREAS Brunswick County is one of the fastest growing counties in North Carolina (2011) and the Southport/Oak Island/St James markets are major drivers of such growth, and

WHEREAS the need for affordable, workforce rental housing in Brunswick County and the Southport/Oak Island/St James markets have historically been greatly under supplied, and

WHEREAS the only affordable, tax credit housing developments ever awarded in the Southport/Oak Island/St James areas are Senior or General Population with RD 515 programs and have never included a General Population, tax credit-only award, and

WHEREAS two of the developer and owner partners have a local presence and own property in Brunswick County, and

WHEREAS the proposed location of the development is the best possible and most central location that will serve all of these markets simultaneously, and

WHEREAS the proposed location is on high ground and not in otherwise impractical locations such as beach or historic downtown areas, and

WHEREAS the development as proposed will have the ability to spur growth in the immediate area and be poised for potential future phases of additional workforce and/or Senior affordable housing, and

WHEREAS the development as proposed will assist in meeting a County goal of providing adequate affordable housing,

The Commissioners of Brunswick County do hereby formally support and encourage the North Carolina Housing Finance Agency to fund the “Abbingtion Oaks” proposal in Southport.

## Leslie Bell

---

**From:** Leslie Bell <lbell@brunsco.net>  
**Sent:** Wednesday, April 10, 2013 8:33 AM  
**To:** 'Marty Lawing'  
**Subject:** FW: Tax Credit apartment project

Marty,

FYI. Would you like for us to set-up a meeting?

---

**From:** Brian Smith [<mailto:brian@wbpropertiesofnc.com>]  
**Sent:** Tuesday, April 09, 2013 7:16 PM  
**To:** [lbell@brunsco.net](mailto:lbell@brunsco.net)  
**Subject:** Tax Credit apartment project

Good morning Leslie,  
Just checking to ensure you received my email about wanting support for our Tax credit application in Shallotte. Also wanted to see when we could meet to discuss opportunities of support.

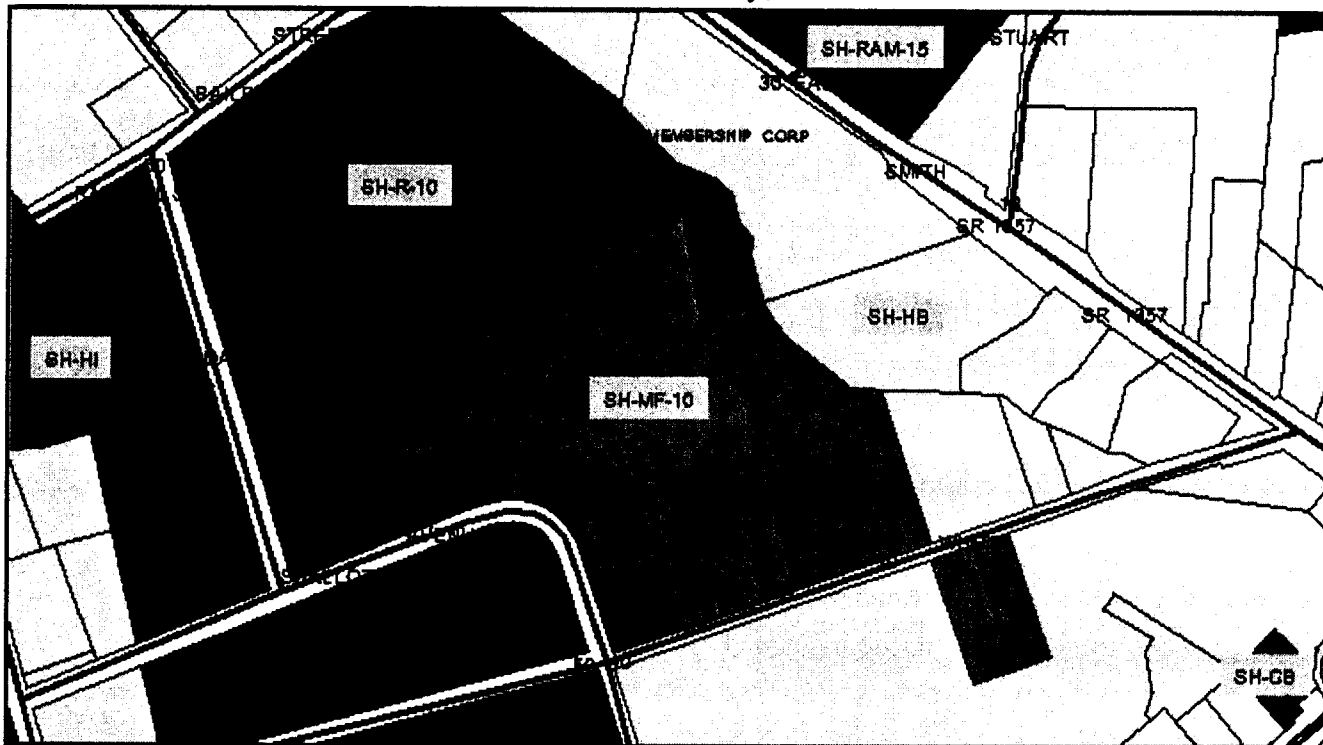
*Brian D. Smith*

*WB Properties & Construction, LLC.  
6260 Ocean Highway 17 West  
Ocean Isle Beach NC 28469*

*P. 910-579-4400 Ext 2240  
F. 910-579-4412  
C. 910-237-6985  
E-mail. [brian@wbpropertiesofnc.com](mailto:brian@wbpropertiesofnc.com)  
Web. [www.wbpropertiesofnc.com](http://www.wbpropertiesofnc.com)*



## Brunswick County, NC



Parcel Number	18200172	Plat Date	
Account Number		Land Value	\$246,450
PIN	108815649347	Building Value	\$0
Owner	HAWES ELBA B	Other Value	\$0
Owner Address 1		Deferred Value	\$0
Owner Address 2	430 RANDALL ST	Total Taxable Value	\$246,450
City	SHALLOTTE	Heated Sq Ft	
State	NC	Year Built	
Zip	28470	Bedrooms	
Legal Description	6.2 ACRES	Full Baths	
Parcel Street Number	4620	Stories	
Parcel Street	WHITE	Ext. Wall 1	
Street Type	ST	Ext. Wall 2	
Street Dir		Neighborhood	5002
Subdivision		Municipality	Shallotte
Deed Book	0158	Fire Tax District	Shallotte
Deed Page	0617	Township	LOCKWOOD FOLLY
Deed Date		Acreage	6.2
Plat Book		Sale Price	
Plat Page			

**Disclaimer:** Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

**Map Scale**  
1 inch = 509 feet

**Leslie Bell**

**From:** Brian Smith <brian@wbpropertiesofnc.com>  
**Sent:** Tuesday, April 30, 2013 12:14 PM  
**To:** 'Leslie Bell'  
**Cc:** 'Tom Honeycutt'  
**Subject:** RE: Information Needed

Leslie,

Our River Pointe Apartment Application has the following details  
 Street address 4620 White street Shallotte NC PIN 18200172 and 18200171  
 62 units serving people in the 50% and 60% median income range with rents ranging from \$400 per month to \$650 per month dependent upon their income and number of bedrooms & family size.  
 There will be 10-1 bedroom units, 36 – 2 bedroom units and 16 – 3 bedroom units

I mis-stated the project expected cost yesterday, it is approximately \$6.8 M.  
 As discussed in our meeting we are competing against approximately 43 other projects in the Eastern region for a tax credit award. Starting last year NCHFA changed the QAP to use the Tax credit cost per dwelling unit as the tie breaker to determine which projects are awarded. So far we have a perfect site score and we believe if we receive a soft loan or grant from the county of \$100,000 to be repaid over 20 years at 2% interest, it could tilt the scale in our favor and earn us an award for this site.

In order for our project to have the most opportunity to compete against other applications in the eastern region we sincerely need the counties help.

Please let me know if there is additional details or information I can supply.

Respectfully

*Brian D. Smith*

*Southern Properties & Development LLC  
 6260 Ocean Highway 17 West  
 Ocean Isle Beach NC 28469*

*P. 910-579-4400 Ext 2240  
 F. 910-579-4412  
 C. 910-237-6985  
 E-mail. [brian@wbpropertiesofnc.com](mailto:brian@wbpropertiesofnc.com)  
 Web. [www.wbpropertiesofnc.com](http://www.wbpropertiesofnc.com)*

**From:** Leslie Bell [<mailto:lbell@brunsco.net>]  
**Sent:** Monday, April 29, 2013 11:27 AM  
**To:** Brian Smith  
**Subject:** Information Needed

Brian,

Will know definitively how we are going to proceed @ mid week. Will need information we discussed by mid-day Tues (tomorrow). BTW and if you are interested, we have invited some sign companies to come and discuss LED signage with the Planning Board at its May 13 mtg. @ 6 pm

200

Thanks.

J. Leslie Bell, AICP, HDFP  
Director  
Brunswick County Planning & Community Dev.  
P. O. Box 249  
Bolivia, NC 28422  
910.253.2033



**Elaine F. Marshall**  
Secretary

North Carolina

**DEPARTMENT OF THE  
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919) 807-2000

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Name	Name Type
NC SOUTHERN PROPERTIES & DEVELOPMENT LLC	LEGAL

**Limited Liability Company Information**

SOSID:	1181867
Status:	Current-Active
Effective Date:	12/29/2010
Citizenship:	DOMESTIC
State of Inc.:	NC
Duration:	PERPETUAL
Annual Report Status:	CURRENT

**Registered Agent**

Agent Name:	HONEYCUTT, THOMAS W
Office Address:	644 BISCOE ROAD TROY NC 27371

Mailing Address:	P.O. BOX 504 TROY NC 27371
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**Principal Office**

Office Address:	644 BISCOE ROAD TROY NC 27371
-----------------	----------------------------------

Mailing Address:	P.O. BOX 504 TROY NC 27371
------------------	-------------------------------

**Officers**

Title:	MANAGER
Name:	THOMAS W. HONEYCUTT
Business Address:	P.O. BOX 504 TROY NC 27371

Title:	MANAGER
Name:	BRIAN D. SMITH
Business Address:	10255 BEACH DRIVE CALABASH NC 28467

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RESOLUTION IN SUPPORT OF RIVER POINTE  
TO THE NORTH CAROLINA HOUSING FINANC AGENCY FOR TAX CREDIT  
CONSIDERATION

In consideration of the proposed "River Pointe" workforce housing development in Shallotte, NC and

WHEREAS Brunswick County is one of the fastest growing counties in North Carolina (2011) and the Shallotte market is a major driver of such growth, and

WHEREAS the need for affordable, workforce rental housing in Brunswick County and the Shallotte market indicates such demand, and

WHEREAS the developer/partner has a local presence and own property in Brunswick County, and

WHEREAS the proposed location of the development is the best possible and most central location that will serve this market, and

WHEREAS the proposed location is on high ground and not in otherwise impractical locations such as beach or historic downtown areas, and

WHEREAS the development as proposed will have the ability to spur growth in the immediate area, and

WHEREAS the development as proposed will assist in meeting a County goal of providing adequate affordable housing,

The Commissioners of Brunswick County do hereby formally support and encourage the North Carolina Housing Finance Agency to fund the "River Pointe" proposal in Shallotte.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

203

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** William L. Pinnix, P.E., County Engineer  
Ext. # 2408

**ACTION ITEM #:** VIII-9

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 17, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Board approval to request professional qualifications for design services for the highest rated streets / areas in the FY 14 Enterprise Funded Water Main Priority Rating System included in the FY 14 CIP. The estimated cost of water main design services is \$100,000.

---

**BACKGROUND/PURPOSE OF REQUEST:**

In January 2013 County staff solicited input from municipalities with County retail water service, the Utility Board, Board of Commissioners, and County staff for streets and / or areas to be evaluated for new water mains using the Enterprise Funded Water Main Priority Rating System. After receiving input from all sources the streets and areas were evaluated using the ranking criteria in the Priority Rating System to determine the Top (10) streets / areas. Survey letters were mailed to the residents in these areas, and based upon the survey results received back the Top (6) streets / areas were identified for design and permitting in FY14. These streets / areas are: Watts Road, Tropical Shores II Subdivision, Fifty Lakes Drive, Old Ferry Connection, Mintz Cemetery Road, and Turkey Trap Road.

Staff is requesting Board approval to solicit professional qualifications for the design and permitting in FY 14 of the Top (6) streets / areas as identified by the Enterprise Funded Water Main Priority Rating System. The estimated cost of design services is \$100,000.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☒ YES ☐ NO

A budget amendment and capital project ordinance will be required for the approval of the design contact.

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

201

Management recommends the Board of Commissioners authorize staff to request proposals for design of the FY 14 Enterprise Funded Water Main Projects.

---

**ATTACHMENTS:**

1. FY 14 list of Top (6) streets for water main design RFQ
2. \_\_\_\_\_
3. \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

Enterprise Funded Water System Improvements  
FY 14 Top (6) streets / areas and design costs estimates  
Ranked by Score then by Project Cost  
April 17, 2013

ENTERPRISE FUNDED WATER SYSTEM IMPROVEMENTS - FY14 Budget Cycle

SOURCE	STREET / AREA	TO	FROM	LENGTH OF MAINS (LF)	TOTAL PROJECT COST ESTIMATE	NUMBER OF STRUCTURES	NUMBER OF LOTS	PAYBACK PERIOD	CONNECTIVITY TO EXISTING MAINS	PUBLIC HEALTH ISSUES	FIRE FLOW POTENTIAL	ECONOMIC DEVELOPMENT POTENTIAL	GRANT POTENTIAL	EXISTING SEWER	TOTAL RANKING POINTS	ESTIMATED DESIGN COSTS (7%)
S	Watts Road - 2005 UGB Int (U)			3,700	\$41,000	8	16	0	10	0	15	0	0	0	25	\$5,670
S	Tropical Shores & Subdivision	SUBDIVISION		2,000	\$102,500	24	73	10	5	0	10	0	0	0	25	\$7,175
MBSU	877 Lakes Drive	Prop 87	Leaverton Road	3,200	\$186,425	5	44	0	10	0	15	0	0	0	25	\$13,050
BCC	Old Ferry Connection		Stanbury Road	3,800	\$190,800	8	13	0	10	0	15	0	0	0	25	\$13,776
UB	Meritz Cemetery	Old Shadow Road	US Highway 17	4,700	\$338,324	20	39	0	10	0	15	0	0	0	25	\$22,683
S	Turkey Trap Road	Cedar Grove Road	Stanbury Road	6,400	\$352,700	31	38	0	10	0	15	0	0	0	25	\$24,686
Total																\$88,643





Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

206

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** William L. Pinnix, P.E., County Engineer  
Ext. # 2408

**ACTION ITEM #:** VIII-10

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 17, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Board consideration and approval of a professional services contract with Criser Tanner Troutman Consulting Engineers for water main design and permitting services for the FY13 Enterprise Funded Water Main Top (7) streets / areas. These streets / areas are: Pinewood Drive, Freedom Star Drive, Old Ferry Road, Sunfield Court, Mashie / Sun Court, Grissett Road, and Mariners Village.

The services provided will include site surveying, design, permitting, preparation of bid documents and plans, construction administration, construction observation, project certification, and asbuilt record drawings.

Staff recommends approval and award of the professional services contract with Criser Troutman Tanner in the lump sum amount of \$78,100

---

**BACKGROUND/PURPOSE OF REQUEST:**

Brunswick County has a yearly evaluation and ranking program to identify streets / areas that need new water main design and construction. This is shown on the Water CIP as the **System Improvement Mains – Neighborhood**. This process is funded by the Enterprise Fund. For FY13 the ranking process produced the aforementioned Top (7) street / areas. The Board approved advertising for professional design services, and a total of twelve submittals were received. The review committed ranked the submittals into quartiles and within the top three firms it was decided that Criser Troutman Tanner was the best firm for this particular project.

Staff recommends Board review, approval, and execution of the professional services contract with Criser Tanner Troutman for water main design and permitting in the amount of \$78,100.

---

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**Water Capital Project Fund - FY13 Top 7 Water Mains Capital Project:**

Revenues:

Transfer from Water Fund	418268-398661	\$82,000
--------------------------	---------------	----------

Expenditures:

Arch/Eng/Legal	418268-464001	\$82,000
----------------	---------------	----------

**Water Capital Projects Reserve:****Revenues:**

Transfer from Water Fund	419800-398661	(\$82,000)
--------------------------	---------------	------------

**Expenditures:**

Undesignated Funds	419800-464299	(\$82,000)
--------------------	---------------	------------

The budget amendment above is to transfer capital project reserve funds undesignated for the FY13 Top 7 Water Mains design contract.

**County of Brunswick, North Carolina  
FY13 Top 7 Water Mains Water Capital Project**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the FY13 Top 7 Water Mains Water Capital Project:

**FY13 Top 7 Water Mains Water Capital Project:****Revenues:**

Transfer from Water Fund	<u>\$82,000</u>
--------------------------	-----------------

<b>Total FY13 Top 7 Water Main Water Capital Project Revenues</b>	<b>\$82,000</b>
---	-----------------

**Expenditures:**

Arch, Eng, Legal	<u>\$82,000</u>
------------------	-----------------

<b>Total FY13 Top 7 Water Main Water Capital Project Expenditures</b>	<b>\$82,000</b>
---	-----------------

Section 2. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contributions to the Capital Project Fund	<b>\$82,000</b>
---	-----------------

Section 3. It is estimated that the following revenues will be available in the Brunswick County Water Fund:

Current Funds Appropriated	<b>\$82,000</b>
----------------------------	-----------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the May 6th, 2013 meeting of the Brunswick County Board of Commissioners.

**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES

☐ NO

☐ N/A
**ADVISORY BOARD RECOMMENDATION:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

208

---

**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends approval of the contract with Criser Tanner Troutman to design the FY-13 Enterprise Funded Water Main Projects.

---

**ATTACHMENTS:**

1. Criser Troutman Tanner Consulting Engineers contract
2. \_\_\_\_\_
3. \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**



CRISER  
TROUTMAN  
TANNER

203

April 2, 2013 (Revised April 11, 2013)

Mr. William L. Pinnix, P.E.  
Director of Engineering  
Brunswick County  
PO Box 249  
Building G  
Bolivia, NC 28422

Re: Engineering Services Proposal  
FY13 Enterprise Water Main Design and Permitting

Dear Mr. Pinnix:

As requested, Criser Troutman Tanner Consulting Engineers (CTT) is providing this proposal to provide engineering services, as described herein, for the design, permitting and construction phase services described below for the water main extensions along the following eight streets:

Pinewood Drive  
Freedom Star Drive  
Old Ferry Road  
Sunfield Court  
Mashie Court  
Sun Court  
Grissett Road  
Mariners Village

We propose to provide the following services:

**Project Site Survey:**

CTT will coordinate with a local surveyor, Rick Thompkins to have the survey completed in the project area. We propose to survey the project area along one side of the roadway that will cover the construction area. Note that the full R.O.W will be shown, but only detail for design will be shown on one side of the roadway. CTT has also included the coordination and delineation of the wetlands on Grissett Road. This work will be on a lump sum basis as indicated below.

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#### **Easement Preparation:**

Based on our review of the sites and our discussion on March 20, 2013 we do not anticipate the need for any easements. Should the need arise we can provide the easement work on a time and expense basis or a per plat basis.

#### **Design Phase:**

CTT will prepare the design plans and specifications for the project. CTT will utilize the new survey and record drawings provided by Brunswick County. Included in this phase is the following:

- Project Scoping Meeting with Brunswick County to review design principles and criteria, project budget and schedule.
- Project Review 60% (Preliminary) Design Documents
  - Provide plans to Brunswick County for review.
  - Provide Opinion of Probable Cost to Brunswick County for review.
  - Provide Schedule to Brunswick County for review.
- Project 100% Design Documents
  - Provide plans to Brunswick County to review.
  - Provide specifications to Brunswick County for review.
  - Provide Opinion of Probable Cost to Brunswick County for review.
  - Provide Schedule to Brunswick County for review.
- Sealed Design (Construction) Plans including Brunswick County comments
- Sealed Design (Construction) Specifications including Brunswick County comments
- Sealed Bid (Construction) Documents including Brunswick County comments
- Site Meeting with NCDOT personnel if required.

#### **Permitting / Coordination Phase:**

CTT anticipates that depending on the actual design the following permits/approvals or coordination with the regulatory personnel may be required for:

- NCDOT Encroachment Agreement
  - Submit an Encroachment Agreement for approval.
- NCDENR Stormwater
  - Submit a letter explaining the project and requesting exemption from the requirements.
- NCDENR Erosion Control
  - Prepare and submit review package for approval.

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- NCDENR Water
  - Prepare and submit review package for approval.
- Wetlands
  - Prepare and submit review package for approval.

CTT will prepare the appropriate permit documents and make the submittals upon receipt of the signed documents from Brunswick County. This work will be on a lump sum basis as indicated below with the exception of the permit fees. The permit fees will be paid for by CTT and submitted as a reimbursable for payment by Brunswick County.

#### **Bid Phase:**

CTT will provide the following items during this phase:

- Coordinate the bid letting with Brunswick County.
- Prepare the final Invitation to Bid.
- Coordinate and advise Brunswick County on the advertisement of the project. CTT will pay advertising cost and submit a reimbursable for payment.
- Prepare and provide bid documents to bidders and suppliers who pay for the documents. CTT will provide electronic files to AGC and other plan rooms as requested by the County.
- Maintain a list of bidders and suppliers that have been issued documents.
- Receive and maintain a list of fees received for the bid documents.
- Provide Brunswick County up to two (2) paper copies of the bid documents.
- Review and respond to Request for Information (RFI). CTT will provide written responses to questions from bidders requiring clarification.
- Issue Addendums if necessary.
- Conduct the bid opening.
- Provide and distribute the bid tabulation.
- Review bids and provide a recommendation of award.
- Prepare construction contracts including the fully executed contract, Notice to Proceed, bonds, original power of attorney, current insurance certificates and technical specifications all bound in a single document. CTT will provide up to six (6) total contracts.

This work will be on a lump sum basis as indicated below. The advertising costs will be paid for by CTT and submitted as a reimbursable for payment by Brunswick County.

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#### **Construction Administration Phase:**

The construction phase is estimated to last four months once the Notice to Proceed is issued. During this time, CTT will provide the staff necessary to accomplish the following:

- Conduct a Pre-construction Meeting.
- Review and respond to Request for Information (RFIs).
- Review and approve shop drawings
- Review and approve the contractor's schedule.
- Review monthly pay applications (up to four) and process for payment.
- Conduct monthly engineering inspections (up to four).
- Prepare Change Order documents
- Provide project certifications. It is anticipated that CTT will provide up to four (4) partial certifications as the different areas are completed.
- Produce record plans (based on the contractor's red lines). Provide one paper copy and one digital copy. The digital copy will be in the latest AutoCad version (at least 2007). CTT is currently utilizing version 2013 and expects to be using version 2014 at the time the record drawings will be produced. CTT will also provide a PDF of each individual sheet.

#### **Construction Phase Observation:**

CTT proposes to provide part time observation of the work consisting of 6 hours per week including site observation and completing an observation report for the records. The following is included:

- Attendance at the pre-construction meeting.
- 16 weeks of part time observation

#### **Assumptions/Clarifications:**

CTT makes the following assumptions and clarifications in the development of this proposal:

- Brunswick County will provide the upfront bid documents for CTT to incorporate into the total specification/construction documents.
- CTT has allowed up to two meetings during design.
- Should permits other than the ones listed above be required, it will be considered extra work.
- Brunswick County will assist by providing a meeting place for the bid opening, pre-construction meeting, and any other meetings deemed necessary during the project.

- CTT will provide one paper copy of the record drawings and one digital copy. The digital copy will be in the latest AutoCad version (at least 2007). CTT is currently utilizing version 2013 and expects to be using version 2014 at the time the record drawings will be produced. CTT will also provide a PDF of each individual sheet.
- CTT has estimated a construction period of 16 weeks from the Notice to Proceed date. Should the contractor take longer there may be additional engineering cost.
- CTT will prepare documents for only one construction contract. Documents for additional phases, alternate prices or other bids requested by Brunswick County will be considered extra work.
- CTT will review a shop drawing two times. If a third submittal is required due to inadequate submissions by the contractor it will be considered extra work. If a third review is required, it will be completed by Brunswick County Engineering Department.
- Construction staking and surveying is the contractor's responsibility.
- Preparing to serve or serving as a Consultant or witness for Brunswick County in any litigation, arbitration, or other dispute resolution process related to the project will be considered extra work.
- Wetlands locations and mapping is anticipated for this project along Grissett Road and has been included.
- Archaeological services are not included.

#### Engineering Fees:

We propose providing our services on a lump sum fee for the following:

Project Survey/Wetlands Work	\$ 19,150
Design Phase	\$ 23,250
Permitting Phase (Including Wetlands if required)	\$ 9,350
Bid Phase	\$ 5,350
Construction Administration	\$ 12,000
Construction Observation	<u>\$ 9,000</u>
Total Sum	\$ 78,100

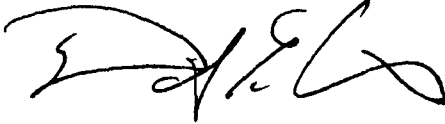
Note that easement preparation, if needed, will be provided on a per plat basis of \$690 and invoiced separately.

We appreciate this opportunity to provide this proposal. If you are in agreement with this proposal please sign and return a copy to our office to serve as our notice to proceed. The attached Standard Terms and Conditions is a part of this contract. Please initial each sheet as indicated.



Mr. William L. Pinnix  
April 2, 2013 (Revised April 11, 2013)  
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Sincerely yours,  
**Criser Troutman Tanner**  
**Consulting Engineers**



David E. Criser, P.E.  
President

DEC/dec/13.247

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

Criser Troutman Tanner Consulting Engineers

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The attached proposal submitted by Criser Troutman Tanner Consulting Engineers ("CTT"), a North Carolina business corporation, to the Client named on the preceding page ("Client") is subject to the following terms and conditions. By accepting any of the scope of services offered in this proposal Agreement ("Agreement"), the Client agrees to be bound by the following terms and conditions, including any supplements that may be agreed to, with respect to all work performed by CTT or its subconsultants:

1. **Billing and Payment:** Client will pay CTT for all of its services based on invoices submitted to Client. Client recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. Client will pay an additional charge of one and one-half percent (1.5% annually) per month (or the maximum rate of interest permitted by law, if less), calculated from invoice date, not to exceed the maximum rate allowed by law, for any amounts remaining unpaid more than forty-five (45) calendar days from the date of the invoice. Payment to CTT is not contingent upon Client's negotiations or any other business arrangements with any persons, entities, or institutions not specifically listed in this Agreement. Additionally, payment to CTT is not contingent upon plan approvals, rezoning, obtaining building permits, construction financing or any other financial arrangements whatsoever. If Client disputes any part of an invoice or any service covered by an invoice, Client will notify CTT in writing of such dispute within thirty (30) calendar days of the date of such invoice. All undisputed amounts must be paid within terms. If any amounts remain unpaid more than sixty (60) calendar days after the invoice date, the account may be declared delinquent and work may be suspended. All costs of collecting delinquent amounts, including but not limited to reasonable collection and attorney fees, whether or not legal action has formally commenced, shall be invoiced to Client and shall be due and payable upon receipt of invoice.
2. **Credit and Financial Obligations:** Prior to commencement of the work, CTT may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. CTT may also require such information at any time during the performance of CTT's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or CTT identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by CTT and CTT shall not be responsible for the cost of any delay occurring as a result of such a request.
3. **Additional Services:** If authorized by Client, or if required because of changes in the Project, CTT shall furnish services in addition to those set forth in Agreement. To the extent possible and prior to commencement of services, CTT and Client shall agree upon, in writing, whether fees for Additional Services will be Lump Sum or Time and Expense. For Time and Expense arrangement, Client shall pay CTT for such additional services of CTT's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of CTT's employees times the current standard hourly categorized rates for each applicable billing class; plus reimbursable expenses and CTT's consultants' charges, if any.
4. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by CTT under this Agreement will be the care and skill ordinarily used by members of the engineer profession practicing contemporaneously under similar circumstances at the same time and in the same locality of the project. CTT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CTT's services. CTT and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. CTT shall not at any time supervise, direct, or have control over any contractor's work, nor shall CTT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. CTT neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. CTT shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except CTT's own employees) at the Project Site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of CTT.
5. **Hazardous Environmental Condition:** The parties acknowledge that CTT's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If CTT or any other party encounters a Hazardous Environmental Condition, CTT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- 5a. To the fullest extent permitted by law, Client shall indemnify and hold harmless CTT and its officers, directors, shareholders, members, partners, agents and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the site, provided that (1) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself, including the loss of use resulting there from), and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence of willful misconduct.
- 5b. **Constituent of Concern** - Any substance, product, waste, or other material of any nature whatsoever including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material.

6. **Right of Entry/Damaged Resulting from Services:** Client warrants that it possesses the authority to provide right of entry permission for the performance of CTT's Services. Client hereby grants CTT and CTT's subcontractors and/or agents, the right to enter from time to time onto the property owned by Client and/or other(s) in order for CTT to perform the Scope of Services. Except where CTT's Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of CTT's Services, Client warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by CTT. CTT will take reasonable precautions to limit damage to the Site and improvements during the performance of CTT's Services. CTT will utilize non-destructive testing techniques and exploration to the extent possible. Upon receipt of Client's permission, Client understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this Agreement, unless explicitly stated in CTT's Scope of Services, and reflected in the Professional Fees. Client understands that the discovery of certain conditions and/or the taking of preventive measures relative to such conditions may result in a reduction of the Property's value. Client agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or CTT's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of such contamination.

7. **Limitation of Liability:** In performing its professional services hereunder, CTT will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its engineer profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by CTT's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT CTT HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND CTT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. To the fullest extent permitted by law, Client and CTT (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that CTT's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by CTT or the Amount of Insurance Proceeds, whichever is greater. Both Client and CTT hereby waive any right to pursue a claim for consequential damages, including any claims for lost profits against one another. CTT shall not be liable for errors in judgment or for any loss or damage, which occur far any reason beyond the control of CTT. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph shall survive the termination of this Agreement.

8. **Insurance:** Upon request, CTT shall provide Client written certification of the insurance listed below. The certificate(s) should provide thirty (30) days written notice to Client prior to cancellation, termination, alteration, or material change of such insurance. CTT will, if specifically directed by the Client, to be listed as an additional insured on any applicable general liability insurance policy carried by CTT. Client shall procure and maintain policies of insurance for workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries and other insurance necessary to protect, if obtainable, at the Client's and CTT's interest in the Project and shall cause CTT to be listed as additional insured on any general liability policies and as loss payees on any property insurance policies carried by Client which are applicable to the Project. CTT and Client shall each deliver to the other certificates of insurance evidencing the coverages and shall be furnished prior to commencement of CTT's services and at renewals thereafter during the life of the Agreement.

8a. CTT shall maintain workers' compensation in compliance with all applicable labor codes, acts, laws or statutes, whether federal or state, in which CTT operates, including employer's liability insurance with a minimum of \$1,000,000 for injury or death of each event, of each employee and policy limit.

8b. CTT shall maintain during the performance hereof comprehensive general liability of not less than \$1,000,000 per claim (\$2,000,000 maximum aggregate) combined single limit for bodily injury, personal injury and property damage as the result of any one occurrence. Comprehensive general liability shall include coverage for contractual liability.

8c. CTT shall maintain during the performance hereof comprehensive automobile liability of not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage as the result of any one occurrence. Comprehensive automobile liability shall include coverage for owned, hired and non-owned automobiles.

8d. CTT shall maintain during the performance hereof professional liability of not less than \$2,000,000 per claim (\$2,000,000 maximum aggregate) combined single limit for errors and omissions. Professional liability shall include coverage for contractual liability.

8e. CTT shall maintain an excess umbrella for general liability insurance with a minimum of \$4,000,000 each occurrence/aggregate.

8f. If Client requires increased professional liability coverage, CTT, upon written request of Client, shall request an excess umbrella for professional liability insurance in the additional amount as required by Client and of coverage that can be obtained by CTT for agreed upon duration. Client shall pay all costs associated with additional premiums for the stated period as well as any additional yearly premiums, renewable in April, including any premium increases and taxes due.

8g. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 60 days prior to written notice has been given to Client and CTT and to each other additional insured (if any) to which a certificate of insurance has been issued.

9. **Notification of Breach or Delay:** Client shall provide prompt written notice to CTT if Client becomes aware of any fault, defect or delay in CTT's work or the work of any subconsultant of CTT, including any error, omission or inconsistency in such work or any alleged breach of contract by CTT. The failure of Client to provide such written notice within ten (10) business days from the time Client became aware of, or should have become aware of, the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by Client of any and all claims against CTT arising out of such fault, defect, delay, error, omission, inconsistency or breach.

10. **Instruments of Service:** All design documents (drawings, specifications, reports and other documents, including those in electronic form) prepared by CTT and CTT's Consultants are Instruments of Service for use solely with respect to this Project. CTT and CTT's Consultants shall

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**STANDARD TERMS AND CONDITIONS**  
Criser Troutman Tanner Consulting Engineers  
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be deemed the authors and owners of their respective instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights and the right of reuse, unless agreed upon otherwise, whether or not the Project is completed. CTT retains all intellectual property rights to designs and concepts developed by CTT during the course of the Project. If agreed upon in writing by CTT and the Client and upon payment in full thereof, all deliverables identified in the Agreement, excluding all intellectual rights, will become the property of the Client.

**11. Confidentiality:** CTT agrees to keep confidential and not to disclose to any person or entity, other than CTT's employees, sub-consultants any data and information not previously known to and generated by CTT or furnished to CTT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CTT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CTT to defend itself from any suit or claim.

**12. Third-Party Rights:** This Agreement is solely for the benefit of the parties hereto and nothing herein, express or implied, is intended to confer any right or remedy on any person other than Client and CTT.

**13. Opinion of Cost:** CTT cannot and does not guarantee that the proposals, bids or actual costs will not vary significantly from opinions of probable cost prepared by it. If at any time Client wishes greater assurances as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Client agrees that any opinion of cost in an estimate that is not intended for use to develop a firm budget, a financial model or to make investment decisions.

**14. Reliance on Data Provided by Others:** Client shall provide CTT with existing information necessary for rendering services hereunder, as well as likely sources of this information, which such sources to include but not be limited to Client. CTT and CTT's consultants shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Client understands that information provided to CTT may contain errors, inaccuracies and/or omissions and that it is impossible for CTT to assure the sufficiency of such information. CTT shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client therefore waives any claim or liability against CTT regarding any claim or injury or loss allegedly arising from or directly attributable to errors, omissions, or inaccuracies in documents, data and other information in any form provided to CTT or by Client or Client's other consultants, including such information that becomes incorporated into CTT documents of service. Client further acknowledges that any redesign or corrective efforts required by CTT resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

**15. Safety:** CTT shall not be responsible for site safety, or means and methods, and shall have no obligation to direct or stop the work of Client's contractors, agents, or employees.

**16. Force Majeure:** CTT shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of CTT, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of government.

**17. Client Indemnity:** Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CTT from and against any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, reasonable attorneys fees, awards, fines, damages or judgments arising out of or relating to, any or all of the following: (a) any inaccurate, insufficient or incomplete information provided to CTT by Client; (b) any events, problems or circumstances arising out of or related to Client's negligence or breach of this Agreement; (c) any and all claims or liabilities resulting from Client's (or Client's contractors, agents, employees or representatives) violation of federal, state or local statutes, regulation ordinances; and (d) all claims and liabilities resulting from or related to Site conditions or hazardous substances or constituents introduced at the Site by any person or entity other than CTT.

**17a. CTT Indemnity:** CTT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Client from and against any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, reasonable attorneys fees, awards, fines, damages or judgments arising out of or relating to, any or all of the following: (a) any inaccurate, insufficient or incomplete information provided to Client by CTT; (b) any events, problems or circumstances arising out of or related to CTT's negligence or breach of this Agreement; (c) any and all claims or liabilities resulting from CTT's (or CTT's contractors, agents, employees or representatives) violation of federal, state or local statutes, regulation ordinances; and (d) all claims and liabilities resulting from or related to Site conditions or hazardous substances or constituents introduced at the Site by any person or entity other than Client.

**18. Termination:** Either party may terminate this Agreement without cause upon five (5) business days advance written notice. If Client terminates without cause or if CTT terminates for cause, Client will pay CTT costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, and all demobilization costs. If CTT terminates without cause, CTT will be promptly paid for all services performed and reimbursable expenses incurred prior to the date of termination.

**19. Dispute Avoidance & Resolution:** Client and CTT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Client and CTT agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a competent court sitting in New Hanover County, North Carolina.

**20. Severability:** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the Agreement.

**21. Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and CTT shall survive the completion of the services and the termination of this Agreement.

**22. Successors, Assigns, and Beneficiaries:** CTT and Client each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CTT and Client are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, Agreements, and obligations of this Agreement. Neither CTT nor Client may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**23. Controlling Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, excluding only its conflict of laws principles. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of New Hanover, State of North Carolina and each party waives any right or defense relating to such jurisdiction or venue.

**24. Electronic Files:** Because data stored on electronic media can deteriorate undetected or be modified without the CTT's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period Client will release, indemnify and save harmless CTT from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. CTT agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. CTT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CTT's delivery of electronic files.

**25. Certifications, Guarantees and Warranties:** Client and/or jurisdiction(s) having authority over some or all aspects of the Project may request CTT to provide a "certification" regarding installed conditions as performed by the Client's Contractor. Any "certification" required of CTT shall consist of CTT's inferences and professional opinions based on limited sampling, construction observations, tests and/or analysis performed by CTT at discrete locations and times. CTT shall not be required to sign any documents, no matter by whom they may be requested, that would result in CTT's having to certify, guarantee or warrant the existence of conditions which CTT cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with CTT or the payment of any amounts due to CTT in any way contingent upon CTT's signing any such certification.

**26. Corporate Protection:** It is intended by the parties to this Agreement that CTT's services in connection with the project shall not subject CTT's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CTT, a North Carolina corporation, and not against any of CTT's employees, shareholders, officers or directors.

**27. Extension Of Protection:** The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to CTT to those individuals and entities CTT retains for performance of the services under this Agreement, including but not limited to CTT's officers and employees and their heirs and assigns, as well as CTT's sub consultants and their officers, employees, heirs and assigns.

**28. Titles:** The titles used in the Agreement are for general reference only and are not part of the Agreement.

**29. Total Agreement:** This Agreement, inclusive together with any expressly incorporated appendix, constitutes the entire Agreement between Client and CTT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

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**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:**

VIII-11

**FROM:** Jerry W. Pierce, P.E., Dir. of Public Utilities  
Ext. # 2659

**MEETING DATE:**

May 6, 2013

**DATE SUBMITTED:**

April 25, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Approve contract with Hazen and Sawyer for the preparation of a Residential Effluent Reuse Feasibility Study with a not to exceed contract amount of \$92,732 and authorize the Chairman to execute the contract.

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**BACKGROUND/PURPOSE OF REQUEST:**

Property owners in St. James used over 1.1 million gallons per day for irrigation during the months of July and August in 2012. The County currently provides wastewater effluent in St. James for irrigation of the golf courses and common areas.

With the continued growth in the County, the need for potable water will continue to increase. Also the need for additional effluent disposal areas will also continue to grow as the population in the County increases. One method used by a number of other communities, particularly in Florida, Arizona, and California, is the use of wastewater effluent in residential areas to replace potable water for irrigation.

The proposed Residential Effluent Reuse Feasibility Study will analyze the potential for the use of wastewater effluent to replace potable water for residential irrigation in Brunswick County. The Town of St. James was selected as the initial area for study due to the availability of effluent reuse in the community, the current use of effluent on the golf course and common areas, and the amount of potable water used for irrigation.

The Scope Work includes four main areas: stakeholder meeting with the County, Town, and St. James POA Board, education of the residents of St. James and survey to determine the effectiveness of the education program, layout of entire system and cost estimate, project phasing and survey of targeted phase, and final report and presentations.

The County solicited proposals from qualified engineering firms and received seven proposals. A consultant selection committee was established that included a representative of the Town of St. James. The committee narrowed the consultants to three based upon a review of proposals. The three firms then made presentations to the committee and Hazen and Sawyer was selected by the committee after the presentations.

A final scope of work was negotiated and a final fee associated with the scope of work was also negotiated. County staff recommends approval of the contract with Hazen and Sawyer for conducting the Residential Effluent Reuse Feasibility Study and that the Chairman be authorized to sign the contract.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☒ YES ☐ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**☒ YES ☐ NO**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**☒ YES ☐ NO**Wastewater Capital Reserve Fund****Revenues:**

Transfer from Wastewater Fund	449800-398662	\$(103,000)
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**Expenditures:**

Residential Effluent Reuse	449800-464415	\$(103,000)
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**Wastewater Fund****Expenditures:**

Transfer to Wastewater Capital Project	629800-498044	\$(103,000)
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Fund

Professional Services Other	627210-419900	\$103,000
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**CONTRACTS/AGREEMENTS:****REVIEWED BY COUNTY ATTORNEY:**☐ YES ☐ NO ☐ N/A**ADVISORY BOARD RECOMMENDATION:****SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends that Board of Commissioners contract with Hazen and Sawyer for the preparation of Residential Effluent Reuse Feasibility Study.

**ATTACHMENTS:**

1. Proposed Contract with Hazen and Sawyer
2. \_\_\_\_\_
3. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**ATTEST:****CLERK TO THE BOARD****DENIED:**☐**DEFERRED****UNTIL:**

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**SIGNATURE****OTHER:**

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

Brunswick County (“Owner”)

and

Hazen and Sawyer, PC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Residential Effluent Reuse Feasibility Study (“Project”).

Engineer's Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

### 1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit B.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in Exhibit B through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;  
or
- 2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.



- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of North Carolina.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Cost Ceiling*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit B.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer a lump sum amount agreed to by a duly executed written instrument based on the format of Exhibit C to this Agreement.

8.01 *Exhibits Included*

- A. Engineer's Services
- B. Payment to Engineer for Services
- C. Amendment to Owner- Engineer Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

By: James Struve James N. Struve

Title: Vice President

Date Signed: April 23, 2013

Engineer License or Firm's Certificate  
Number: C-0381

State of: North Carolina

Clerk to the Board

\_\_\_\_\_  
"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
Finance Director – Brunswick County

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

4944 PARKWAY PLAZA BOULEVARD  
SUITE 375  
CHARLOTTE, NC 28217

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Engineer's Services**

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 *Study and Report Phase***

##### **Task 101: Stakeholder Meetings with County Staff and Officials**

Conduct Kickoff Meeting with County Staff. Meeting minutes will be documented and distributed.

Review County information, develop preliminary education plan, conduct initial investigation with golf course to see if ponds may be available for residential water storage.

Conduct one combined Stakeholder Meeting with Board of Commissioners, Town of St. James Board, and Property Owner's Association (POA) Board.

- Stakeholder meeting will include initial brief survey on reclaimed water to assess current level of knowledge among stakeholders.
- Engineer will solicit feedback from Boards on how to get resident involvement in educational program. An outline for the educational program will be presented.
- Meeting minutes will be documented and distributed to key stakeholders.

##### **Task 102: Education and Initial Survey**

Conduct educational program for St. James' residents. Program will consist of the following:

- Email blasts to residents to provide reclaimed water information and inform them of meetings.
- Educational brochures developed by Hazen and Sawyer. At least two brochures will be developed, one reviewing the safety of reclaimed water, and one explaining the mechanics of the system. The brochures will be posted on the County's webpage and be available at Town Hall and at meetings.
- Community meetings. A total of 4 meetings will be scheduled, one at each community clubhouse. Exact format of the meetings will be decided at initial Stakeholder Meeting. Meetings will be complete by August 2013.

Conduct initial survey after community meetings. The initial survey will cover all of St. James and will be used to gauge interest in reclaimed water use and willingness to connect and pay for reclaimed water. A draft survey will be prepared and discussed with key stakeholders prior to distribution. Survey will be

random or targeted based on feedback and discussions during the stakeholder meetings. Survey results will be communicated via email and incorporated into final report.

### **Task 103: Preliminary Layout of Entire System**

Lay out entire system.

Break into phases after random survey results are complete to determine best candidate for the first phase.

Estimate overall system capital costs (Class 4/5) and annual operational and maintenance costs.

Review permitting requirements with regulators and investigate including residential customers in County capacity for effluent disposal.

### **Task 104: Phased Layout, Targeted Survey and Final Costs**

Based on initial survey and preliminary layout, identify project phases including first phase with highest probability of success.

Conduct targeted survey for homes in anticipated first phase including assessment of willingness to connect to reclaimed water and willingness to pay for reclaimed water.

Produce final cost estimates including detailed cost breakdown for Phase 1.

Recommend reclaimed water residential rates and estimate revenues, expenses, and cost avoidance based on targeted survey results.

Prepare and submit draft report in PDF format. Report will be submitted by January 10, 2014. Findings will be reviewed at meeting two weeks after submittal.

### **Task 105: Final Report and Presentations**

Submit final report in PDF format with four (4) printed copies by February 7, 2014.

Final workshop for County Board of Commissioners including layout, phasing, capital, O&M and deferred costs, and results of surveys.

Present results to Town of St. James Board and POA Board.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

**Payments to Engineer for Services**  
**Basic Services – Lump Sum**

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The Professional Services Agreement is supplemented to include the following agreement of the parties.

*Compensation for Basic Services – Cost Ceiling Method of Payment*

- A. The work to be performed for study and report phase services previously delineated in Exhibit A – Engineer's Services will be billed on an hourly basis in accordance with an agreed upon rate schedule by employee classification. Rate schedule is included in Table 1. Compensation to Hazen and Sawyer shall not exceed a total project cost ceiling of \$92,732. The cost ceiling fee for each task is summarized in Table 2.

Reimbursable project expenses, including subconsultants employed by Hazen and Sawyer, will be billed to the County at cost times a multiplier of 1.10. All vehicle mileage shall be billed at rates allowed by the Federal Internal Revenue Service, currently at a rate of \$0.565/mile.

1. Engineer may alter the distribution of compensation between individual tasks noted herein to be consistent with services actually rendered, but shall not exceed the total Cost Ceiling amount unless approved in writing by the Owner.
2. The Cost Ceiling includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Cost Ceiling to account for labor, overhead, profit, and Reimbursable Expenses.
3. The amount billed for Engineer's services will be based upon actual labor and Reimbursable Expenses during the billing period.
4. The date for project completion shall within ten (10) months of the Effective Date of the agreement.

**Table 1**  
**H&S 2013 Hourly Billing Rates**

Employee Classification	2013 Billing Rates	Name and Role
Vice President	\$218	Jim Struve- Project Director Jay Jackson/Tom Tant- QA/QC
Senior Associate	\$180	Ben Stanford- Surveys and Education Grace Johns- Economic Analysis
Associate	\$160	Andrew Vane- Mapping and Phase Planning
Senior Principal Engineer	\$145	Tricia Drummey Stiegel- Project Manager
Principal Engineer	\$130	
Engineer	\$115	
Assistant Engineer	\$100	
Principal Scientist	\$145	
Scientist	\$105	
Assistant Scientist	\$90	
Senior Field Coordinator	\$135	Ken Defabio- Mapping and Layout
Senior Principal Designer	\$130	
Principal Designer	\$110	
Designer	\$85	Steve Workman- GIS Mapping
Administrative	\$60	



**Table 2**  
**Cost Ceiling Fee by Task**

Task 101—Stakeholder Meetings	\$ 9,486
Task 102—Education and Initial Survey	\$ 28,820
Task 103—Preliminary Layout of Entire System	\$ 15,523
Task 104—Phased Layout, Targeted Survey and Final Costs	\$ 29,067
Task 105—Final Report and Presentations	\$ 9,836
<b>Total Cost Ceiling</b>	<b>\$ 92,732</b>



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

231

**TO:** Ann Hardy  
Special Assistant to the County Manager

**ACTION ITEM #:** VIII-12

**FROM:** Jerry W. Pierce, P.E., Dir. of Public Utilities  
Ext. # 2659

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 25, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Approve transfer of the construction contract with Encore Construction Company, LLC, to Garney Companies, Inc.

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**BACKGROUND/PURPOSE OF REQUEST:**

On May 21, 2012, Brunswick County entered into a contract with Encore Construction Company, LLC, for the construction of the expansion of the Northeast Brunswick Wastewater Treatment Plant. Garney Companies, Inc., has purchased Encore Construction Company, LLC. Under the terms of the construction contract, Brunswick County must approve the transfer of the contract to the new company.

No changes in the personnel working at the plant including the job superintendent and project manager are expected with this transfer of ownership. Work on the construction contract is currently on schedule and within budget.

County staff recommends that the Board approve the transfer of the contract to Garney Companies, Inc.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☒ YES ☐ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends Board of Commissioners approve assignment of Contract from Encore Construction Company LLC to Garney Companies, Inc.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

2013

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**ATTACHMENTS:**

1. Letter from Garney Companies, Inc.
2. \_\_\_\_\_
3. \_\_\_\_\_

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**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

April 2, 2013

County of Brunswick Public Utilities Department  
Operations Center  
250 Grey Water Road NE  
Supply, NC 28462

ATT: Jerry W. Pierce  
Director of Public Utilities

Re: Northeast Brunswick Regional Wastewater Treatment Facility Expansion

Dear Mr. Pierce,

Encore Construction Company, LLC ("Encore") was awarded and is under contract for the Northeast Brunswick Regional Wastewater Treatment Facility Expansion. Encore Construction Company, LLC was recently involved in a transaction by which the Garney Companies ("Garney") purchased the assets of Encore.

As a result of the above consolidation and per Article 59 of the General Conditions of the Construction Contract, Garney and Encore hereby requests the City's approval for Garney to be assigned this contract. Garney is committed to using the same key management personnel. Further, in addition to the experience of Encore, Garney has extensive knowledge and has worked successfully in the area. Attached please find the appropriate W-9 and General Contractor's license with the designation for Building, PU (water lines & sewer lines) and PU (water purification and sewage disposal).

Thank you for your consideration and cooperation. Garney looks forward to a successful completion of the Northeast Brunswick Regional Wastewater Treatment Facility Expansion and future projects. If you have any further questions please advise.

Sincerely,



Timothy M. Behler  
Senior Vice President

cc: J. Seubert, P.Vidonish, Eng. File, SLF

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
Garney Companies, Inc.

Business name/disregarded entity name, if different from above  
N/A

Check appropriate box for federal tax classification:  
☐ Individual/sole proprietor    ☐ C Corporation    ☒ S Corporation    ☐ Partnership    ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
☐ Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
370 East Crown Point Road  
City, state, and ZIP code  
Winter Garden, Florida 34787

Requester's name and address (optional)

List account number(s) here (optional)

☐ Exempt payee

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
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Employer identification number

4	4	-	0	6	5	8	6	1	3
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ *Joseph L. Hays*    Date ▶ *2/15/2013*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

License Year

2013

License No.

25801

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Garney Companies, Inc.  
Kansas City, MO

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited

Classification: PU(Water Lines & Sewer Lines); PU(Water Pur. & Sewage Disp.); S(Concrete Construction)

until

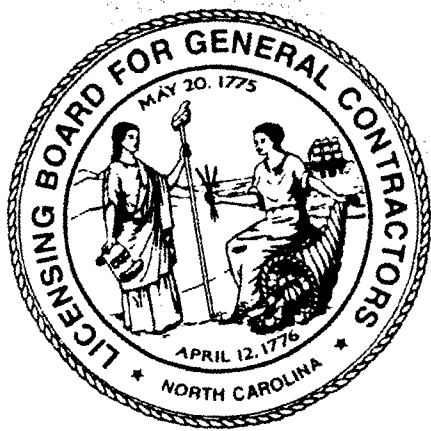
December 31, 2013

when this Certificate expires.

Witness our hands and seal of the Board.  
Dated, Raleigh, N.C.

January 24, 2013

This certificate may not be altered.



Cliff Paul  
Chairman

W. S. S.  
Secretary-Treasurer



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

226

**TO:** Board of Commissioners

**FROM:** Ann Hardy, Director of Fiscal Operations  
Ext. # 2060

**ACTION ITEM #:** VIII-13  
**MEETING DATE:** 5/6/13  
**DATE SUBMITTED:** 4/26/13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Recruitment of Tax Administrator/Collector-For Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

**Background Information**

Mr. Ken Perry serves as the Board of Commissioners' appointed Tax Administrator/Collector. On April 26, 2013, Mr. Perry provided written notification to Mr. Lawing, County Manager that he will retire from the position in December 2013. The county is indebted to Mr. Perry for the outstanding service he has provided to the county during his tenure.

**Current Situation**

The responsibilities of the tax administrator/collector are broad and key to the fiscal health of the county. The county tax staff plans to conduct a revaluation schedule of values January 2015. The process of revaluation will occur over many months leading to a recommendation to the commissioners for approval in the 4<sup>th</sup> quarter of 2014. I feel that it would be in the best interest of the county for Mr. Perry to provide a period of mentorship and daily assistance to the new tax administrator. The overlap of the role will allow an orderly transition for the benefit of the taxpayers.

Attached are proposed job description, notice of vacancy, and newspaper advertisement. The proposed team to select candidates for interview conduct interviews, and make a recommendation to the Board of Commissioners are myself, Mr. Steve Stone, Ms. Debbie Barnes, Mr. Huey Marshall, Mr. Ken Perry and two members of the board of commissioners. The recommended budget for FY 14 will provide for the additional salary and benefits of the new administrator/collector position in addition to Mr. Perry.

**Recommendation**

It is recommended that the commissioners authorize staff to immediately begin the recruitment process to select a Tax Administrator/Collector with the goal of employing the individual during July or August 2013. It is recommended that the board designate two commissioners to serve on the selection team.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES☐ NO☐ N/A**ADVISORY BOARD RECOMMENDATION:****SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends Board of Commissioners authorize staff to begin recruitment of a Tax Administrator/Collector.

**ATTACHMENTS:**

1. Current Job Description
2. Proposed Notice of Position Vacancy
3. Proposed Newspaper Advertisement

**ACTION OF THE BOARD OF COMMISSIONERS**

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

DEFERRED

UNTIL:

\_\_\_\_\_

SIGNATURE

OTHER:



CODE: 414001

**BRUNSWICK COUNTY, NORTH CAROLINA  
JOB DESCRIPTION**

**JOB TITLE: TAX ADMINISTRATOR/COLLECTOR  
TAX ADMINISTRATION DEPARTMENT**

**GENERAL STATEMENT OF JOB**

Under limited supervision, administers all County ad valorem tax and revenue functions including billing, collections, real property appraisal, personal property appraisal, registered motor vehicles, business personal property, mapping, etc. Performs administrative and supervisory work in planning, organizing and directing an effective and comprehensive tax collection, listing, and assessment, and land records program for the County. Supervises all real estate appraisals, personal property listings, business listings, motor vehicle values, property mapping, audits of personal property and reappraisals of real estate. Supervises all tax collections for Brunswick County and all towns within the County. Work involves researching and developing new and revised procedures, and computer program forms, to meet changing needs and to improve departmental efficiency. Supervises professional, paraprofessional, technical and clerical personnel. Exercises considerable initiative and independent judgment to ensure effectiveness of the tax program. Exercises considerable tact and courtesy in frequent contact with the general public, property owners and government officials. Reports to the Board of County Commissioners.

**SPECIFIC DUTIES AND RESPONSIBILITIES**

**ESSENTIAL JOB FUNCTIONS**

Plans, organizes and directs the work of the County Tax Department; supervises a staff of assistants including assessment, appraisal, collection, land records, technical and clerical personnel.

Directs the collection and accounting for all real and personal property taxes; oversees granting of exemptions and deferments.

Supervises department personnel which involves such duties as instructing, assigning and reviewing work, maintaining standards, acting on employee problems, appraising performance, selecting new employees, recommending promotions, discipline, termination and salary increases.

Oversees and coordinates the tax listing, appraisal, assessment, mapping, revaluation, collections and billing operations for the County, ensures that real property ownership transfers are updated and documented; sees that completed tax abstracts are processed into tax bills.

Advises, confers and assists the County Board of Commissioners on tax assessment matters.

Plans, directs and coordinates the reevaluation program for the County.

Prepares and administers the annual departmental budget; oversees provision of goods and services to department by outside vendors.

## **TAX ADMINISTRATOR/COLLECTOR**

Serves as clerk and advisor to County Board of Equalization and Review; defends tax appraisals before the Board of Equalization and Review and the North Carolina State Property Tax Commission.

Prepares projections for growth or decline of County tax base and consults with the County Manager and Board of Commissioners concerning the fiscal impact of tax rate adjustments.

Manages departmental personnel functions including scheduling of personnel, training, granting of leave privileges, hiring and termination of temporary and full time employees and providing performance appraisal reviews and disciplinary actions.

Attends seminars, conferences, workshops, classes, lectures, etc., as appropriate to enhance and maintain knowledge of trends and developments in the field of local tax administration; constantly reviews the North Carolina Machinery Act, North Carolina Supreme Court decisions on tax cases, and the North Carolina Attorney General's rulings on ad valorem tax matters; advises and consults with County Attorney on cases involving tax matters.

Receives and reviews summary reports, month end report, control totals, legislative report, release refund report, correspondence, etc.

Prepares and generates such reports as tax deferments, valuation and levy reports, account summary reports, motor vehicle report, exempt property report, real estate report, personal property report, public utility report, memos, correspondence, etc.

Refers to policy and procedure manuals, codes / laws / regulations, state code report, valuation and levy reports, accounts receivables, various publications, computer manuals, etc.

Operates a vehicle and a variety of office equipment, including a computer, copier, telephones, calculator, fax machine, digital camera, document imager, etc.

Uses clerical and computer supplies, computer programs, etc.

Interacts and communicates with the County Commissioners, Board of Equalization and Review, Civic Groups, municipal officials, subordinates, other County department employees, County personnel, various outside professionals and the general public.

### **ADDITIONAL JOB FUNCTIONS**

Assists interested persons with inquiries about property value assessments, explaining process for arriving at property valuation.

Performs duties as necessary to enhance department's public relations and community education program.

Performs other related work as required.

## **TAX ADMINISTRATOR/COLLECTOR**

### **MINIMUM TRAINING AND EXPERIENCE**

Bachelor's Degree in business administration, accounting or a related field, and six to nine years of experience in tax assessment, appraisal or collections, with one to two years of supervisory experience; or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

### **SPECIAL REQUIREMENTS**

Completion of special training and certification by the North Carolina Department of Revenue as prescribed in the North Carolina State statutes.

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of machinery and equipment including computers, typewriters, calculators, etc. Must be able to exert up to 10 pounds of force occasionally, and/or up to 5 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural or compositional characteristics (whether similar or divergent from obvious standards) of data, people or things.

**Interpersonal Communication:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving instructions, assignments or directions to subordinates or assistants.

**Language Ability:** Requires the ability to read a variety of reports, correspondence, budget reports, real property appraisals and assessments, sales ratio studies, finance audit reports, deeds, surveys, permits, applications, etc. Requires the ability to prepare correspondence, reports, forms, budgets, studies, assessments, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

**Intelligence:** Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and to deal with several abstract and concrete variables.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including engineering, legal, and tax terminology.

## **TAX ADMINISTRATOR/COLLECTOR**

**Numerical Aptitude:** Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages; understand and apply the theories of algebra, geometry, trigonometry, and statistical inference.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability to coordinate hands and eyes rapidly and accurately in using office equipment.

**Manual Dexterity:** Requires the ability to handle a variety of items such as office equipment. Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination and Visual Acuity:** Requires the ability to differentiate colors and shades of color; requires the visual acuity to determine depth perception, night vision, peripheral vision, inspection for small parts; preparing and analyzing written or computer data, etc.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.

**Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via a telephone.

## **PERFORMANCE INDICATORS**

**Knowledge of Job:** Has thorough knowledge of the methods, procedures, and policies of the Tax Administration Department as they pertain to the performance of duties of the Tax Administrator/Collector. Has thorough knowledge of the North Carolina Machinery Act and County tax policies as applicable to tax listing, assessment and collection of real and personal property taxes. Has thorough knowledge of policies, procedures and practices used in appraising commercial, residential and industrial property for tax purposes. Has thorough knowledge of tax listing procedures and forms. Has considerable knowledge of construction cost, building materials and land values. Has considerable knowledge of the principles and practices of accounting and bookkeeping. Has considerable knowledge of the principles of supervision, coordination and administration. Has considerable knowledge of the current literature, trends and developments in the tax field. Is able to plan and conduct an effective tax listing, appraisal, assessment, and collection program. Is able to plan, organize and supervise the activities of the tax office. Is able to collect taxes in an efficient and complete manner. Is able to be bonded by licensed bonding agencies. Is able to deal tactfully and courteously with the general public in adjusting complaints and explaining tax laws and policies. Is able to exercise considerable independent judgment in making final decisions regarding contested property values and legal points on tax assessment and collection matters. Is able to establish and maintain effective working relationships with other department heads, the County Manager, and the Board of County Commissioners.

**Quality of Work:** Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all County departments and divisions, co-workers and the general public.



## NOTICE OF POSITION VACANCY

**APPLICANTS MEETING THE MINIMUM REQUIREMENTS FOR THE POSITION SHOULD CONTACT THE EMPLOYMENT SECURITY COMMISSION TO OBTAIN THE APPROPRIATE EMPLOYMENT APPLICATION.**

<http://www.brunswickcountync.gov>

EMPLOYMENT SECURITY COMMISSION MUST RECEIVE APPLICATION BY 5:00 P.M. ON CLOSING DATE IF APPLICABLE

**Employment Security Commission**

**5300-7 Main Street**

**Shallotte, N.C. 28470**

(910) 754-6120

<http://www.ncesc.com/> [esc.jobs.shallotte@ncmail.net](mailto:esc.jobs.shallotte@ncmail.net)

<b>TITLE:</b> Tax Administrator			
<b>DEPARTMENT:</b> 104140		<b>FILING CODE:</b> 104140A84E	
<b>PAY RATE:</b> \$75,598-\$120,958	<b>PAY GRADE:</b> 84	<b>FLSA STATUS:</b> Exempt	
<b>DATE POSITION AVAILABLE:</b>		May 1, 2013	
<b>DEADLINE FOR ACCEPTING APPLICATIONS</b>		Open until filled	
<b>DESCRIPTION OF DUTIES:</b> Position is responsible for the leadership and managerial oversight for the operations and personnel of the County Tax Administration and Revenue Collections Departments. Tax Administrator will plan, direct and coordinate the assessment, appraisals, billing and collections of real, personal and business property. Supervises all real estate appraisals, personal property listings, business listings, motor vehicle values, property mapping, audits of personal property and reappraisals of real estate, etc. Supervises all tax collections for Brunswick County and towns with contractual arrangements. Desire knowledgeable, innovative leader with outstanding interpersonal and communication skills. Supervises professional, paraprofessional, technical and clerical personnel. Appointed by the Board of County Commissioners and supervised by the County Manager. Performs other duties as required.			
<b>TRAINING AND EXPERIENCE REQUIREMENTS:</b> Prefer Bachelor's Degree in business administration, accounting or a related field, and six to nine years of experience in tax assessment, appraisal or collections, with extensive management experience. Certification by the North Carolina Department of Revenue required within two years of appointment.			
<p align="center"><b><i>**Requires a valid Driver's License</i></b></p> <p align="center"><b>"EEO Complying with the 1986 Immigration Reform and Control Act"</b></p>			

**News paper ad.****Brunswick County Tax Administrator**

Beautiful, coastal Brunswick County is seeking qualified applicants for the position of County Tax Administrator. Position is responsible for the leadership and managerial oversight for the operations and personnel of the County Tax Administration and Revenue Collections Departments. Tax Administrator will plan, direct and coordinate the assessment, appraisals, billing and collections of real, personal and business property. Desire knowledgeable, innovative leader with outstanding interpersonal and communication skills. Prefer Bachelor's degree or greater in business administration, accounting or related field, along with six to nine years experience in tax assessment, appraisal or collections, and extensive management experience. Position is appointed by the Board of County Commissioners and supervised by the County Manager. Salary range \$75,598 – \$120,958. Applications will be accepted by mail only at the following office until position is filled:

**Employment Security Commission of NC**

**5300-7 Main Street**

**Shallotte, NC 28470**

Please refer to the Brunswick County website, <http://www.brunswickcountync.gov> ,for details regarding this position and / or for the appropriate application.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

2013

**TO:** Board of Commissioners

**ACTION ITEM #:** VIII-14

**FROM:** Ann B. Hardy  
Ext. # 2060

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 22, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

GO Refunding Bonds Series 2013A and Taxable GO Refunding Bonds Series 2013B Budget Amendment-For Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

**Background Information**

On January 22, 2013, the Board of Commissioners received information from staff that there may be savings in excess of 3% if the county were to refund (refinance) currently outstanding bond issues. At that time, the projected cash savings of refunding the callable bonds was in excess of \$888,277 over the period of 2014 thru 2024.

On February 19, 2013, the Board of Commissioners adopted the Resolution Of The Board Of Commissioners Of The County Of Brunswick, North Carolina Providing For The Issuance Of General Obligation Refunding Bonds, Series 2013A And Taxable General Obligation Bonds, Series 2013B, Of The County Of Brunswick, North Carolina; adopted the Resolution Of The Board of Commissioners Of The County Of Brunswick, North Carolina Making Certain Statements Of Fact Concerning Proposed Bond Issue; and adopted the Bond Order Authorizing The Issuance Of Not To Exceed \$21,050,000 General Obligation Refunding Bonds Of The County Of Brunswick, North Carolina and direct the publication of the order.

**Current Situation**

After the February 19, 2013 actions, the bond market declined and for a period of time it did not appear that the refunding would result in savings to the county. There were costs that the county had incurred for rating agency analysis and bond counsel fees that were due whether the bonds sold or not. However, the market rebounded and the Local Government Commission allowed the county to quickly bring the bonds to market.

On April 8, 2013 the portion of the bonds that provided after cost savings in excess of the 3% minimum required by the Local Government Commissioners were sold. A total of \$12,680,000 of GO Refunding Bonds Series 2013A and \$3,940,000 of Taxable GO Refunding Bonds Series 2013B were sold. On April 18, 2013 the transaction to refund the bonds closed and cash exchanged between the parties.

The actual savings, after deducting all costs, were \$742,769.67 or a net present value of 4.27% to be realized over the remaining term of the bonds thru 2024. The true interest cost the county will pay over the remaining life of the bonds is 1.59%. The final and verified numbers relating to the refunding is attached.

**Recommendation**

I recommend that the Board of Commissioners accept the information and ratify the budget amendment below for the GO Bond refunding transactions that occurred on April 18, 2013.

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☒ YES ☐ NO  
**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☒ NO  
**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☒ NO  
**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☒ YES ☐ NO

**General Fund – Debt Service****Revenues:**

Proceeds from GO Debt	109100-391000	\$16,620,000
GO Bond Premium Received	109100-391001	<u>\$1,875,258</u>
Total Revenue		\$18,495,258

**Expenditures:**

Advance payment to Escrow Agent	109100-471599	\$16,275,000
Interest-GO bond-2005A	109100-472035	\$182,653
Interest-GO bond-2005B	109100-472036	\$271,660
Interest-GO bond 2007A	109100-472045	\$1,332,903
Interest-GO bond 2007A	109100-472046	\$221,616
Debt Service Charges	109100-475100	<u>\$211,426</u>
Total Expenditures		\$18,495,258

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

**ADVISORY BOARD RECOMMENDATION:****SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends the Board of Commissioners ratify the budget amendment for the GO Bond Refunding.

**ATTACHMENTS:**

1. GO Refunding Bonds Final Numbers 4/8/2013 Verified



2.

3.

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

DEFERRED

UNTIL:

\_\_\_\_\_

SIGNATURE

OTHER:

**BOND DEBT SERVICE**

247

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013A (Tax Exempt) & 2013B (Taxable)**  
**General Obligation Refunding Bonds**  
**FINAL NUMBERS: 4/8/2013**  
**\*\* Verified \*\***

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
11/01/2013			267,622.39	267,622.39	
05/01/2014	80,000	0.330%	249,596.00	329,596.00	597,218.39
11/01/2014			249,464.00	249,464.00	
05/01/2015	105,000	** %	249,464.00	354,464.00	603,928.00
11/01/2015			249,022.00	249,022.00	
05/01/2016	1,065,000	** %	249,022.00	1,314,022.00	1,563,044.00
11/01/2016			243,331.50	243,331.50	
05/01/2017	1,020,000	** %	243,331.50	1,263,331.50	1,506,663.00
11/01/2017			236,340.00	236,340.00	
05/01/2018	1,265,000	** %	236,340.00	1,501,340.00	1,737,680.00
11/01/2018			224,295.50	224,295.50	
05/01/2019	3,475,000	** %	224,295.50	3,699,295.50	3,923,591.00
11/01/2019			178,675.50	178,675.50	
05/01/2020	3,035,000	** %	178,675.50	3,213,675.50	3,392,351.00
11/01/2020			122,100.00	122,100.00	
05/01/2021	2,910,000	4.000%	122,100.00	3,032,100.00	3,154,200.00
11/01/2021			63,900.00	63,900.00	
05/01/2022	2,900,000	** %	63,900.00	2,963,900.00	3,027,800.00
11/01/2022			13,400.00	13,400.00	
05/01/2023	385,000	4.000%	13,400.00	398,400.00	411,800.00
11/01/2023			5,700.00	5,700.00	
05/01/2024	380,000	3.000%	5,700.00	385,700.00	391,400.00
	16,620,000		3,689,675.39	20,309,675.39	20,309,675.39

**BOND PRICING**

**248**

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt) & 2013B (Taxable)  
General Obligation Refunding Bonds  
FINAL NUMBERS: 4/8/2013  
\*\* Verified \*\***

Bond Component	Maturity Date	Variant	Amount	Rate	Yield	Price	Premium (-Discount)	Principal Cost
Series 2013A Tax Exempt Serial Bond:								
	05/01/2015		25,000	2.000%	0.390%	103.261	815.25	25,815.25
	05/01/2016		155,000	2.000%	0.520%	104.452	6,900.60	161,900.60
	05/01/2017		150,000	3.000%	0.660%	109.304	13,956.00	163,956.00
	05/01/2018		430,000	3.000%	0.900%	110.316	44,358.80	474,358.80
	05/01/2019	1	2,425,000	3.000%	1.100%	111.066	268,350.50	2,693,350.50
	05/01/2019	2	250,000	2.500%	1.100%	108.154	20,385.00	270,385.00
	05/01/2020		2,670,000	4.000%	1.350%	117.730	473,391.00	3,143,391.00
	05/01/2021		2,910,000	4.000%	1.570%	118.278	531,889.80	3,441,889.80
	05/01/2022	1	1,900,000	4.000%	1.780%	118.453	350,607.00	2,250,607.00
	05/01/2022	2	1,000,000	2.500%	1.780%	105.984	59,840.00	1,059,840.00
	05/01/2023		385,000	4.000%	1.960%	118.503	71,236.55	456,236.55
	05/01/2024		380,000	3.000%	2.100%	108.823	33,527.40	413,527.40
			12,680,000				1,875,257.90	14,555,257.90
Series 2013B Taxable Serial Bond:								
	05/01/2014		80,000	0.330%	0.330%	100.000		80,000.00
	05/01/2015		80,000	0.480%	0.480%	100.000		80,000.00
	05/01/2016		910,000	0.910%	0.910%	100.000		910,000.00
	05/01/2017		870,000	1.090%	1.090%	100.000		870,000.00
	05/01/2018		835,000	1.340%	1.340%	100.000		835,000.00
	05/01/2019		800,000	1.530%	1.530%	100.000		800,000.00
	05/01/2020		365,000	1.740%	1.740%	100.000		365,000.00
			3,940,000					3,940,000.00
			16,620,000				1,875,257.90	18,495,257.90

Dated Date	04/18/2013	
Delivery Date	04/18/2013	
First Coupon	11/01/2013	
Par Amount	16,620,000.00	
Premium	1,875,257.90	
Production	18,495,257.90	111.283140%
Underwriter's Discount	(119,626.50)	(0.719774%)
Purchase Price	18,375,631.40	110.563366%
Accrued Interest		
Net Proceeds	18,375,631.40	

# BOND SUMMARY STATISTICS

249

## COUNTY OF BRUNSWICK, NORTH CAROLINA Series 2013A (Tax Exempt) & 2013B (Taxable) General Obligation Refunding Bonds FINAL NUMBERS: 4/8/2013 \*\* Verified \*\*

Dated Date	04/18/2013
Delivery Date	04/18/2013
First Coupon	11/01/2013
Last Maturity	05/01/2024
Arbitrage Yield	1.515384%
True Interest Cost (TIC)	1.589726%
Net Interest Cost (NIC)	1.696602%
All-In TIC	1.665965%
Average Coupon	3.236695%
Average Life (years)	6.859
Weighted Average Maturity (years)	6.944
Duration of Issue (years)	6.278
Par Amount	16,620,000.00
Bond Proceeds	18,495,257.90
Total Interest	3,689,675.39
Net Interest	1,934,043.99
Bond Years from Dated Date	113,995,166.67
Bond Years from Delivery Date	113,995,166.67
Total Debt Service	20,309,675.39
Maximum Annual Debt Service	3,923,591.00
Average Annual Debt Service	1,840,292.76
Underwriter's Fees (per \$1000)	
Average Takedown	4.000000
Other Fee	3.197744
Total Underwriter's Discount	7.197744
Bid Price	110.563366

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013A Tax Exempt Serial Bond	12,680,000.00	114.789	3.599%	7.561	9,738.35
Series 2013B Taxable Serial Bond	3,940,000.00	100.000	1.321%	4.600	1,724.90
	16,620,000.00			6.859	11,463.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	16,620,000.00	16,620,000.00	12,680,000.00
+ Accrued Interest			
+ Premium (Discount)	1,875,257.90	1,875,257.90	1,875,257.90
- Underwriter's Discount	(119,626.50)	(119,626.50)	
- Cost of Issuance Expense		(87,000.00)	
- Other Amounts			
Target Value	18,375,631.40	18,288,631.40	14,555,257.90
Target Date	04/18/2013	04/18/2013	04/18/2013
Yield	1.589726%	1.665965%	1.515384%

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**SUMMARY OF REFUNDING RESULTS**

200

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013A (Tax Exempt) & 2013B (Taxable)**  
**General Obligation Refunding Bonds**  
**FINAL NUMBERS: 4/8/2013**  
**\*\* Verified \*\***

Dated Date	04/18/2013
Delivery Date	04/18/2013
Arbitrage yield	1.515384%
Escrow yield	0.444846%
Bond Par Amount	16,620,000.00
True Interest Cost	1.589726%
Net Interest Cost	1.696602%
All-In TIC	1.665965%
Average Coupon	3.236695%
Average Life	6.859
Par amount of refunded bonds	16,275,000.00
Average coupon of refunded bonds	4.227491%
Average life of refunded bonds	6.980
PV of prior debt to 04/18/2013 @ 1.515384%	19,493,065.46
Net PV Savings	695,237.84
Percentage savings of refunded bonds	4.271815%

**SAVINGS**

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt) & 2013B (Taxable)  
General Obligation Refunding Bonds  
FINAL NUMBERS: 4/8/2013  
\*\* Verified \*\***

251

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 04/18/2013 @ 1.5153841%
05/01/2013	341,676.88	341,676.88				(186.22)
05/01/2014	683,353.76		683,353.76	597,218.39	86,135.37	85,350.93
05/01/2015	683,353.76		683,353.76	603,928.00	79,425.76	77,699.00
05/01/2016	1,638,353.76		1,638,353.76	1,563,044.00	75,309.76	72,606.41
05/01/2017	1,585,153.76		1,585,153.76	1,506,663.00	78,490.76	74,415.89
05/01/2018	1,817,553.76		1,817,553.76	1,737,680.00	79,873.76	74,499.72
05/01/2019	4,007,628.76		4,007,628.76	3,923,591.00	84,037.76	77,095.44
05/01/2020	3,475,410.00		3,475,410.00	3,392,351.00	83,059.00	74,886.50
05/01/2021	3,216,725.00		3,216,725.00	3,154,200.00	62,525.00	55,524.31
05/01/2022	3,091,312.50		3,091,312.50	3,027,800.00	63,512.50	55,524.15
05/01/2023	435,600.00		435,600.00	411,800.00	23,800.00	20,482.54
05/01/2024	418,000.00		418,000.00	391,400.00	26,600.00	22,538.88
	21,394,121.94	341,676.88	21,052,445.06	20,309,675.39	742,769.67	690,437.57

**Savings Summary**

PV of savings from cash flow	690,437.57
Plus: Refunding funds on hand	4,800.27
Net PV Savings	695,237.84

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**SOURCES AND USES OF FUNDS****253****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Dated Date            04/18/2013  
Delivery Date        04/18/2013

**Sources:**

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Bond Proceeds:	
Par Amount	12,680,000.00
Premium	1,875,257.90
	<hr/> 14,555,257.90
Other Sources of Funds:	
Debt Service Fund	269,376.88
	<hr/> 14,824,634.78

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**Uses:**

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Refunding Escrow Deposits:	
Cash Deposit	269,381.22
SLGS Purchases	14,397,167.00
	<hr/> 14,666,548.22
Delivery Date Expenses:	
Cost of Issuance	66,375.42
Underwriter's Discount	91,267.38
	<hr/> 157,642.80
Other Uses of Funds:	
Contingency	443.76
	<hr/> 14,824,634.78

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**BOND DEBT SERVICE****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

253

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2013			241,786.12	241,786.12	
05/01/2014			225,500.00	225,500.00	467,286.12
11/01/2014			225,500.00	225,500.00	
05/01/2015	25,000	2.000%	225,500.00	250,500.00	476,000.00
11/01/2015			225,250.00	225,250.00	
05/01/2016	155,000	2.000%	225,250.00	380,250.00	605,500.00
11/01/2016			223,700.00	223,700.00	
05/01/2017	150,000	3.000%	223,700.00	373,700.00	597,400.00
11/01/2017			221,450.00	221,450.00	
05/01/2018	430,000	3.000%	221,450.00	651,450.00	872,900.00
11/01/2018			215,000.00	215,000.00	
05/01/2019	2,675,000	** %	215,000.00	2,890,000.00	3,105,000.00
11/01/2019			175,500.00	175,500.00	
05/01/2020	2,670,000	4.000%	175,500.00	2,845,500.00	3,021,000.00
11/01/2020			122,100.00	122,100.00	
05/01/2021	2,910,000	4.000%	122,100.00	3,032,100.00	3,154,200.00
11/01/2021			63,900.00	63,900.00	
05/01/2022	2,900,000	** %	63,900.00	2,963,900.00	3,027,800.00
11/01/2022			13,400.00	13,400.00	
05/01/2023	385,000	4.000%	13,400.00	398,400.00	411,800.00
11/01/2023			5,700.00	5,700.00	
05/01/2024	380,000	3.000%	5,700.00	385,700.00	391,400.00
	12,680,000		3,450,286.12	16,130,286.12	16,130,286.12



**BOND PRICING**

254

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Bond Component	Maturity Date	Variant	Amount	Rate	Yield	Price	Premium (-Discount)	Principal Cost
Series 2013A Tax Exempt Serial Bond:								
	05/01/2015		25,000	2.000%	0.390%	103.261	815.25	25,815.25
	05/01/2016		155,000	2.000%	0.520%	104.452	6,900.60	161,900.60
	05/01/2017		150,000	3.000%	0.660%	109.304	13,956.00	163,956.00
	05/01/2018		430,000	3.000%	0.900%	110.316	44,358.80	474,358.80
	05/01/2019	1	2,425,000	3.000%	1.100%	111.066	268,350.50	2,693,350.50
	05/01/2019	2	250,000	2.500%	1.100%	108.154	20,385.00	270,385.00
	05/01/2020		2,670,000	4.000%	1.350%	117.730	473,391.00	3,143,391.00
	05/01/2021		2,910,000	4.000%	1.570%	118.278	531,889.80	3,441,889.80
	05/01/2022	1	1,900,000	4.000%	1.780%	118.453	350,607.00	2,250,607.00
	05/01/2022	2	1,000,000	2.500%	1.780%	105.984	59,840.00	1,059,840.00
	05/01/2023		385,000	4.000%	1.960%	118.503	71,236.55	456,236.55
	05/01/2024		380,000	3.000%	2.100%	108.823	33,527.40	413,527.40
			12,680,000				1,875,257.90	14,555,257.90

Dated Date	04/18/2013	
Delivery Date	04/18/2013	
First Coupon	11/01/2013	
Par Amount	12,680,000.00	
Premium	1,875,257.90	
Production	14,555,257.90	114.789100%
Underwriter's Discount	(91,267.38)	(0.719774%)
Purchase Price	14,463,990.52	114.069326%
Accrued Interest		
Net Proceeds	14,463,990.52	

**BOND SUMMARY STATISTICS**

255

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Dated Date	04/18/2013
Delivery Date	04/18/2013
First Coupon	11/01/2013
Last Maturity	05/01/2024
Arbitrage Yield	1.515384%
True Interest Cost (TIC)	1.609086%
Net Interest Cost (NIC)	1.738026%
All-In TIC	1.677673%
Average Coupon	3.598813%
Average Life (years)	7.561
Weighted Average Maturity (years)	7.579
Duration of Issue (years)	6.763
Par Amount	12,680,000.00
Bond Proceeds	14,555,257.90
Total Interest	3,450,286.12
Net Interest	1,666,295.60
Bond Years from Dated Date	95,872,888.89
Bond Years from Delivery Date	95,872,888.89
Total Debt Service	16,130,286.12
Maximum Annual Debt Service	3,154,200.00
Average Annual Debt Service	1,461,591.49
Underwriter's Fees (per \$1000)	
Average Takedown	4.000000
Other Fee	3.197743
Total Underwriter's Discount	7.197743
Bid Price	114.069326

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013A Tax Exempt Serial Bond	12,680,000.00	114.789	3.599%	7.561	9,738.35
	12,680,000.00			7.561	9,738.35

	TIC	All-In TIC	Arbitrage Yield
Par Value	12,680,000.00	12,680,000.00	12,680,000.00
+ Accrued Interest			
+ Premium (Discount)	1,875,257.90	1,875,257.90	1,875,257.90
- Underwriter's Discount	(91,267.38)	(91,267.38)	
- Cost of Issuance Expense		(66,375.42)	
- Other Amounts			
Target Value	14,463,990.52	14,397,615.10	14,555,257.90
Target Date	04/18/2013	04/18/2013	04/18/2013
Yield	1.609086%	1.677673%	1.515384%

## FORM 8038 STATISTICS

256

COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)Dated Date 04/18/2013  
Delivery Date 04/18/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Series 2013A Tax Exempt Serial Bond:						
	05/01/2015	25,000.00	2.000%	103.261	25,815.25	25,000.00
	05/01/2016	155,000.00	2.000%	104.452	161,900.60	155,000.00
	05/01/2017	150,000.00	3.000%	109.304	163,956.00	150,000.00
	05/01/2018	430,000.00	3.000%	110.316	474,358.80	430,000.00
	05/01/2019	250,000.00	2.500%	108.154	270,385.00	250,000.00
	05/01/2019	2,425,000.00	3.000%	111.066	2,693,350.50	2,425,000.00
	05/01/2020	2,670,000.00	4.000%	117.730	3,143,391.00	2,670,000.00
	05/01/2021	2,910,000.00	4.000%	118.278	3,441,889.80	2,910,000.00
	05/01/2022	1,000,000.00	2.500%	105.984	1,059,840.00	1,000,000.00
	05/01/2022	1,900,000.00	4.000%	118.453	2,250,607.00	1,900,000.00
	05/01/2023	385,000.00	4.000%	118.503	456,236.55	385,000.00
	05/01/2024	380,000.00	3.000%	108.823	413,527.40	380,000.00
		12,680,000.00			14,555,257.90	12,680,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2024	3.000%	413,527.40	380,000.00		
Entire Issue			14,555,257.90	12,680,000.00	7.5792	1.5154%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	157,642.80
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	0.00
Proceeds used to advance refund prior issues	14,397,171.34
Remaining weighted average maturity of the bonds to be currently refunded	0.0000
Remaining weighted average maturity of the bonds to be advance refunded	7.6084

## FORM 8038 STATISTICS

257

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013A (Tax Exempt)**

**Refunded Bonds**

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2005A General Obligation Community College Bonds:					
SERIAL	05/01/2016	125,000.00	4.000%	100.000	125,000.00
SERIAL	05/01/2017	125,000.00	4.000%	100.000	125,000.00
SERIAL	05/01/2018	125,000.00	4.100%	100.000	125,000.00
SERIAL	05/01/2019	125,000.00	4.000%	100.000	125,000.00
SERIAL	05/01/2020	150,000.00	4.250%	100.000	150,000.00
SERIAL	05/01/2021	400,000.00	4.300%	100.000	400,000.00
SERIAL	05/01/2022	400,000.00	4.375%	100.000	400,000.00
SERIAL	05/01/2023	400,000.00	4.400%	100.000	400,000.00
SERIAL	05/01/2024	400,000.00	4.500%	100.000	400,000.00
		2,250,000.00			2,250,000.00
Series 2007A General Obligation Bonds:					
SERIAL	05/01/2018	280,000.00	4.500%	100.000	280,000.00
SERIAL	05/01/2019	280,000.00	4.500%	100.000	280,000.00
SERIAL	05/01/2020	280,000.00	4.500%	100.000	280,000.00
SERIAL	05/01/2021	275,000.00	4.500%	100.000	275,000.00
SERIAL	05/01/2022	275,000.00	4.500%	100.000	275,000.00
		1,390,000.00			1,390,000.00
Series 2007B General Obligation Community College Bonds:					
SERIAL	05/01/2019	2,255,000.00	4.125%	100.000	2,255,000.00
SERIAL	05/01/2020	2,255,000.00	4.200%	100.000	2,255,000.00
SERIAL	05/01/2021	2,255,000.00	4.250%	100.000	2,255,000.00
SERIAL	05/01/2022	2,255,000.00	4.250%	100.000	2,255,000.00
		9,020,000.00			9,020,000.00
		12,660,000.00			12,660,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2005A General Obligation Community College Bonds	05/01/2015	11/01/2012	8.2583
Series 2007A General Obligation Bonds	05/01/2017	11/01/2012	7.0253
Series 2007B General Obligation Community College Bonds	05/01/2017	11/01/2012	7.5361
All Refunded Issues	05/01/2017		7.6084

**PROOF OF ARBITRAGE YIELD**

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**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Date	Debt Service	PV Factor	Present Value to 04/18/2013 @ 1.5153841%
11/01/2013	241,786.12	0.991939145	239,837.12
05/01/2014	225,500.00	0.984479820	222,000.20
11/01/2014	225,500.00	0.977076588	220,330.77
05/01/2015	250,500.00	0.969729028	242,917.12
11/01/2015	225,250.00	0.962436721	216,788.87
05/01/2016	380,250.00	0.955199252	363,214.52
11/01/2016	223,700.00	0.948016209	212,071.23
05/01/2017	373,700.00	0.940887181	351,609.54
11/01/2017	221,450.00	0.933811764	206,792.62
05/01/2018	651,450.00	0.926789553	603,757.05
11/01/2018	215,000.00	0.919820149	197,761.33
05/01/2019	2,890,000.00	0.912903154	2,638,290.12
11/01/2019	175,500.00	0.906038175	159,009.70
05/01/2020	2,845,500.00	0.899224820	2,558,744.22
11/01/2020	122,100.00	0.892462701	108,969.70
05/01/2021	3,032,100.00	0.885751432	2,685,686.92
11/01/2021	63,900.00	0.879090632	56,173.89
05/01/2022	2,963,900.00	0.872479921	2,585,943.24
11/01/2022	13,400.00	0.865918922	11,603.31
05/01/2023	398,400.00	0.859407262	342,387.85
11/01/2023	5,700.00	0.852944568	4,861.78
05/01/2024	385,700.00	0.846530474	326,506.80
16,130,286.12			14,555,257.90

**Proceeds Summary**

Delivery date	04/18/2013
Par Value	12,680,000.00
Premium (Discount)	1,875,257.90
Target for yield calculation	14,555,257.90

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**SUMMARY OF REFUNDING RESULTS**

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013A (Tax Exempt)**

Dated Date	04/18/2013
Delivery Date	04/18/2013
Arbitrage yield	1.515384%
Escrow yield	0.444846%
Bond Par Amount	12,680,000.00
True Interest Cost	1.609086%
Net Interest Cost	1.738026%
All-In TIC	1.677673%
Average Coupon	3.598813%
Average Life	7.561
Par amount of refunded bonds	12,660,000.00
Average coupon of refunded bonds	4.268280%
Average life of refunded bonds	7.608
PV of prior debt to 04/18/2013 @ 1.515384%	15,399,642.29
Net PV Savings	575,451.27
Percentage savings of refunded bonds	4.545429%

## SAVINGS

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**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013A (Tax Exempt)**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 04/18/2013 @ 1.5153841%
05/01/2013	269,376.88	269,376.88				(146.81)
05/01/2014	538,753.76		538,753.76	467,286.12	71,467.64	70,564.26
05/01/2015	538,753.76		538,753.76	476,000.00	62,753.76	61,176.53
05/01/2016	663,753.76		663,753.76	605,500.00	58,253.76	55,963.31
05/01/2017	658,753.76		658,753.76	597,400.00	61,353.76	58,034.78
05/01/2018	933,753.76		933,753.76	872,900.00	60,853.76	56,700.07
05/01/2019	3,171,028.76		3,171,028.76	3,105,000.00	66,028.76	60,558.10
05/01/2020	3,085,410.00		3,085,410.00	3,021,000.00	64,410.00	58,087.39
05/01/2021	3,216,725.00		3,216,725.00	3,154,200.00	62,525.00	55,524.31
05/01/2022	3,091,312.50		3,091,312.50	3,027,800.00	63,512.50	55,524.15
05/01/2023	435,600.00		435,600.00	411,800.00	23,800.00	20,482.54
05/01/2024	418,000.00		418,000.00	391,400.00	26,600.00	22,538.88
	17,021,221.94	269,376.88	16,751,845.06	16,130,286.12	621,558.94	575,007.51

**Savings Summary**

PV of savings from cash flow	575,007.51
Plus: Refunding funds on hand	443.76
Net PV Savings	575,451.27

**SUMMARY OF BONDS REFUNDED**

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**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2005A General Obligation Community College Bonds, 2005ACC:					
Serial Bond, SERIAL	05/01/2016	4.000%	125,000.00	05/01/2015	100.000
	05/01/2017	4.000%	125,000.00	05/01/2015	100.000
	05/01/2018	4.100%	125,000.00	05/01/2015	100.000
	05/01/2019	4.000%	125,000.00	05/01/2015	100.000
	05/01/2020	4.250%	150,000.00	05/01/2015	100.000
	05/01/2021	4.300%	400,000.00	05/01/2015	100.000
	05/01/2022	4.375%	400,000.00	05/01/2015	100.000
	05/01/2023	4.400%	400,000.00	05/01/2015	100.000
	05/01/2024	4.500%	400,000.00	05/01/2015	100.000
			2,250,000.00		
Series 2007A General Obligation Bonds, 2007A:					
Serial Bond, SERIAL	05/01/2018	4.500%	280,000.00	05/01/2017	100.000
	05/01/2019	4.500%	280,000.00	05/01/2017	100.000
	05/01/2020	4.500%	280,000.00	05/01/2017	100.000
	05/01/2021	4.500%	275,000.00	05/01/2017	100.000
	05/01/2022	4.500%	275,000.00	05/01/2017	100.000
			1,390,000.00		
Series 2007B General Obligation Community College Bonds, 2007B:					
Serial Bond, SERIAL	05/01/2019	4.125%	2,255,000.00	05/01/2017	100.000
	05/01/2020	4.200%	2,255,000.00	05/01/2017	100.000
	05/01/2021	4.250%	2,255,000.00	05/01/2017	100.000
	05/01/2022	4.250%	2,255,000.00	05/01/2017	100.000
			9,020,000.00		
			12,660,000.00		



**ESCROW COST**

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**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	11/01/2013	237,484	0.090%	237,484.00
SLGS	05/01/2014	239,728	0.120%	239,728.00
SLGS	11/01/2014	239,872	0.170%	239,872.00
SLGS	05/01/2015	2,490,075	0.230%	2,490,075.00
SLGS	11/01/2015	194,540	0.280%	194,540.00
SLGS	05/01/2016	194,812	0.330%	194,812.00
SLGS	11/01/2016	195,133	0.400%	195,133.00
SLGS	05/01/2017	10,605,523	0.480%	10,605,523.00
				<hr/>
				14,397,167
				<hr/>
				14,397,167.00
				<hr/>

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
04/18/2013	14,397,167	269,381.22	14,666,548.22
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	14,397,167	269,381.22	14,666,548.22
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**ESCROW DESCRIPTIONS**

**263**

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)**

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	Total Cost
Apr 18, 2013:							
SLGS	Certificate	11/01/2013	11/01/2013	237,484	0.090%	0.090%	237,484.00
SLGS	Note	05/01/2014	11/01/2013	239,728	0.120%	0.120%	239,728.00
SLGS	Note	11/01/2014	11/01/2013	239,872	0.170%	0.170%	239,872.00
SLGS	Note	05/01/2015	11/01/2013	2,490,075	0.230%	0.230%	2,490,075.00
SLGS	Note	11/01/2015	11/01/2013	194,540	0.280%	0.280%	194,540.00
SLGS	Note	05/01/2016	11/01/2013	194,812	0.330%	0.330%	194,812.00
SLGS	Note	11/01/2016	11/01/2013	195,133	0.400%	0.400%	195,133.00
SLGS	Note	05/01/2017	11/01/2013	10,605,523	0.480%	0.480%	10,605,523.00
				14,397,167			14,397,167.00

**SLGS Summary**

SLGS Rates File	08APR13
Total Certificates of Indebtedness	237,484.00
Total Notes	14,159,683.00
Total original SLGS	14,397,167.00

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**ESCROW CASH FLOW****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)****264**

Date	Principal	Interest	Net Escrow Receipts
11/01/2013	237,484.00	31,893.42	269,377.42
05/01/2014	239,728.00	29,648.61	269,376.61
11/01/2014	239,872.00	29,504.77	269,376.77
05/01/2015	2,490,075.00	29,300.89	2,519,375.89
11/01/2015	194,540.00	26,437.30	220,977.30
05/01/2016	194,812.00	26,164.95	220,976.95
11/01/2016	195,133.00	25,843.51	220,976.51
05/01/2017	10,605,523.00	25,453.25	10,630,976.25
	14,397,167.00	224,246.70	14,621,413.70

**Escrow Cost Summary**

Purchase date	04/18/2013
Purchase cost of securities	14,397,167.00

## ESCROW SUFFICIENCY

COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
04/18/2013		269,381.22	269,381.22	269,381.22
05/01/2013	269,376.88		(269,376.88)	4.34
11/01/2013	269,376.88	269,377.42	0.54	4.88
05/01/2014	269,376.88	269,376.61	(0.27)	4.61
11/01/2014	269,376.88	269,376.77	(0.11)	4.50
05/01/2015	2,519,376.88	2,519,375.89	(0.99)	3.51
11/01/2015	220,976.88	220,977.30	0.42	3.93
05/01/2016	220,976.88	220,976.95	0.07	4.00
11/01/2016	220,976.88	220,976.51	(0.37)	3.63
05/01/2017	10,630,976.88	10,630,976.25	(0.63)	3.00
	14,890,791.92	14,890,794.92	3.00	

**PROOF OF COMPOSITE ESCROW YIELD****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013A (Tax Exempt)****All restricted escrows funded by bond proceeds**

<b>Date</b>	<b>Security Receipts</b>	<b>PV Factor</b>	<b>Present Value to 04/18/2013 @ 0.4448462%</b>
11/01/2013	269,377.42	0.997620614	268,736.47
05/01/2014	269,376.61	0.995406600	268,139.26
11/01/2014	269,376.77	0.993197499	267,544.33
05/01/2015	2,519,375.89	0.990993301	2,496,684.63
11/01/2015	220,977.30	0.988793995	218,501.03
05/01/2016	220,976.95	0.986599570	218,015.76
11/01/2016	220,976.51	0.984410014	217,531.49
05/01/2017	10,630,976.25	0.982225318	10,442,014.03
	14,621,413.70		14,397,167.00

**Escrow Cost Summary**

Purchase date	04/18/2013
Purchase cost of securities	14,397,167.00
Target for yield calculation	14,397,167.00

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**SOURCES AND USES OF FUNDS**

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013B (Taxable)**

Dated Date            04/18/2013  
Delivery Date        04/18/2013

**Sources:**

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Bond Proceeds:	
Par Amount	3,940,000.00
Other Sources of Funds:	
Debt Service Fund	72,300.00
	<hr/>
	4,012,300.00

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**Uses:**

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Refunding Escrow Deposits:	
Cash Deposit	72,301.79
SLGS Purchases	3,886,658.00
	<hr/>
	3,958,959.79
Delivery Date Expenses:	
Cost of Issuance	20,624.58
Underwriter's Discount	28,359.12
	<hr/>
	48,983.70
Other Uses of Funds:	
Contingency	4,356.51
	<hr/>
	4,012,300.00

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**BOND DEBT SERVICE****268****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
11/01/2013			25,836.27	25,836.27	
05/01/2014	80,000	0.330%	24,096.00	104,096.00	129,932.27
11/01/2014			23,964.00	23,964.00	
05/01/2015	80,000	0.480%	23,964.00	103,964.00	127,928.00
11/01/2015			23,772.00	23,772.00	
05/01/2016	910,000	0.910%	23,772.00	933,772.00	957,544.00
11/01/2016			19,631.50	19,631.50	
05/01/2017	870,000	1.090%	19,631.50	889,631.50	909,263.00
11/01/2017			14,890.00	14,890.00	
05/01/2018	835,000	1.340%	14,890.00	849,890.00	864,780.00
11/01/2018			9,295.50	9,295.50	
05/01/2019	800,000	1.530%	9,295.50	809,295.50	818,591.00
11/01/2019			3,175.50	3,175.50	
05/01/2020	365,000	1.740%	3,175.50	368,175.50	371,351.00
	3,940,000		239,389.27	4,179,389.27	4,179,389.27





# BOND SUMMARY STATISTICS

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## COUNTY OF BRUNSWICK, NORTH CAROLINA Series 2013B (Taxable)

Dated Date	04/18/2013
Delivery Date	04/18/2013
First Coupon	11/01/2013
Last Maturity	05/01/2020
Arbitrage Yield	1.318424%
True Interest Cost (TIC)	1.481086%
Net Interest Cost (NIC)	1.477454%
All-In TIC	1.600293%
Average Coupon	1.320967%
Average Life (years)	4.600
Weighted Average Maturity (years)	4.600
Duration of Issue (years)	4.470
Par Amount	3,940,000.00
Bond Proceeds	3,940,000.00
Total Interest	239,389.27
Net Interest	267,748.39
Bond Years from Dated Date	18,122,277.78
Bond Years from Delivery Date	18,122,277.78
Total Debt Service	4,179,389.27
Maximum Annual Debt Service	957,544.00
Average Annual Debt Service	593,991.37
Underwriter's Fees (per \$1000)	
Average Takedown	4.000000
Other Fee	3.197746
Total Underwriter's Discount	7.197746
Bid Price	99.280225

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013B Taxable Serial Bond	3,940,000.00	100.000	1.321%	4.600	1,724.90
	3,940,000.00			4.600	1,724.90

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,940,000.00	3,940,000.00	3,940,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(28,359.12)	(28,359.12)	
- Cost of Issuance Expense		(20,624.58)	
- Other Amounts			
Target Value	3,911,640.88	3,891,016.30	3,940,000.00
Target Date	04/18/2013	04/18/2013	04/18/2013
Yield	1.481086%	1.600293%	1.318424%

**FORM 8038 STATISTICS**

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**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

Dated Date            04/18/2013  
Delivery Date        04/18/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Series 2013B Taxable Serial Bond:						
	05/01/2014	80,000.00	0.330%	100.000	80,000.00	80,000.00
	05/01/2015	80,000.00	0.480%	100.000	80,000.00	80,000.00
	05/01/2016	910,000.00	0.910%	100.000	910,000.00	910,000.00
	05/01/2017	870,000.00	1.090%	100.000	870,000.00	870,000.00
	05/01/2018	835,000.00	1.340%	100.000	835,000.00	835,000.00
	05/01/2019	800,000.00	1.530%	100.000	800,000.00	800,000.00
	05/01/2020	365,000.00	1.740%	100.000	365,000.00	365,000.00
		3,940,000.00			3,940,000.00	3,940,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2020	1.740%	365,000.00	365,000.00		
Entire Issue			3,940,000.00	3,940,000.00	4.5996	1.3184%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	48,983.70
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	0.00
Proceeds used to advance refund prior issues	3,886,659.79
Remaining weighted average maturity of the bonds to be currently refunded	0.0000
Remaining weighted average maturity of the bonds to be advance refunded	4.7775

FORM 8038 STATISTICS

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COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2005B General Obligation Refunding Bonds:					
SERIAL	05/01/2016	830,000.00	4.000%	100.000	830,000.00
SERIAL	05/01/2017	815,000.00	4.000%	100.000	815,000.00
SERIAL	05/01/2018	805,000.00	4.000%	100.000	805,000.00
SERIAL	05/01/2019	790,000.00	4.000%	100.000	790,000.00
SERIAL	05/01/2020	375,000.00	4.000%	100.000	375,000.00
		3,615,000.00			3,615,000.00
			Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2005B General Obligation Refunding Bonds			05/01/2015	11/01/2012	4.7775
All Refunded Issues			05/01/2015		4.7775

**PROOF OF ARBITRAGE YIELD**  
**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013B (Taxable)**

273

Date	Debt Service	PV Factor	Present Value to 04/18/2013 @ 1.3184239%
11/01/2013	25,836.27	0.992979737	25,654.89
05/01/2014	104,096.00	0.986476764	102,688.29
11/01/2014	23,964.00	0.980016379	23,485.11
05/01/2015	103,964.00	0.973598303	101,219.17
11/01/2015	23,772.00	0.967222259	22,992.81
05/01/2016	933,772.00	0.960887971	897,250.28
11/01/2016	19,631.50	0.954595165	18,740.13
05/01/2017	889,631.50	0.948343571	843,676.31
11/01/2017	14,890.00	0.942132919	14,028.36
05/01/2018	849,890.00	0.935962940	795,465.54
11/01/2018	9,295.50	0.929833367	8,643.27
05/01/2019	809,295.50	0.923743937	747,581.81
11/01/2019	3,175.50	0.917694386	2,914.14
05/01/2020	368,175.50	0.911684453	335,659.88
4,179,389.27			3,940,000.00

**Proceeds Summary**

Delivery date	04/18/2013
Par Value	3,940,000.00
Target for yield calculation	3,940,000.00

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**SUMMARY OF REFUNDING RESULTS**

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**Series 2013B (Taxable)**

214

Dated Date	04/18/2013
Delivery Date	04/18/2013
Arbitrage yield	1.318424%
Escrow yield	0.227499%
Bond Par Amount	3,940,000.00
True Interest Cost	1.481086%
Net Interest Cost	1.477454%
All-In TIC	1.600293%
Average Coupon	1.320967%
Average Life	4.600
Par amount of refunded bonds	3,615,000.00
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	4.777
PV of prior debt to 04/18/2013 @ 1.515384%	4,093,423.17
Net PV Savings	119,786.57
Percentage savings of refunded bonds	3.313598%

**SAVINGS**

275

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 04/18/2013 @ 1.5153841%
05/01/2013	72,300.00	72,300.00				(39.40)
05/01/2014	144,600.00		144,600.00	129,932.27	14,667.73	14,786.67
05/01/2015	144,600.00		144,600.00	127,928.00	16,672.00	16,522.47
05/01/2016	974,600.00		974,600.00	957,544.00	17,056.00	16,643.10
05/01/2017	926,400.00		926,400.00	909,263.00	17,137.00	16,381.12
05/01/2018	883,800.00		883,800.00	864,780.00	19,020.00	17,799.65
05/01/2019	836,600.00		836,600.00	818,591.00	18,009.00	16,537.34
05/01/2020	390,000.00		390,000.00	371,351.00	18,649.00	16,799.11
	4,372,900.00	72,300.00	4,300,600.00	4,179,389.27	121,210.73	115,430.06

**Savings Summary**

PV of savings from cash flow	115,430.06
Plus: Refunding funds on hand	4,356.51
Net PV Savings	119,786.57

**SUMMARY OF BONDS REFUNDED**

270

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

<b>Bond</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Par Amount</b>	<b>Call Date</b>	<b>Call Price</b>
Series 2005B General Obligation Refunding Bonds, 2005B:					
Serial Bond, SERIAL	05/01/2016	4.000%	830,000.00	05/01/2015	100.000
	05/01/2017	4.000%	815,000.00	05/01/2015	100.000
	05/01/2018	4.000%	805,000.00	05/01/2015	100.000
	05/01/2019	4.000%	790,000.00	05/01/2015	100.000
	05/01/2020	4.000%	375,000.00	05/01/2015	100.000
			3,615,000.00		

**ESCROW COST****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)****277**

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	11/01/2013	67,621	0.090%	67,621.00
SLGS	05/01/2014	67,966	0.120%	67,966.00
SLGS	11/01/2014	68,007	0.170%	68,007.00
SLGS	05/01/2015	3,683,064	0.230%	3,683,064.00
				3,886,658
				3,886,658.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
04/18/2013	3,886,658	72,301.79	3,958,959.79
	3,886,658	72,301.79	3,958,959.79



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**ESCROW DESCRIPTIONS****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)****278**

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	Total Cost
Apr 18, 2013:							
SLGS	Certificate	11/01/2013	11/01/2013	67,621	0.090%	0.090%	67,621.00
SLGS	Note	05/01/2014	11/01/2013	67,966	0.120%	0.120%	67,966.00
SLGS	Note	11/01/2014	11/01/2013	68,007	0.170%	0.170%	68,007.00
SLGS	Note	05/01/2015	11/01/2013	3,683,064	0.230%	0.230%	3,683,064.00
				3,886,658			3,886,658.00

**SLGS Summary**

SLGS Rates File	08APR13
Total Certificates of Indebtedness	67,621.00
Total Notes	3,819,037.00
Total original SLGS	3,886,658.00

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**ESCROW CASH FLOW****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

279

Date	Principal	Interest	Net Escrow Receipts
11/01/2013	67,621.00	4,678.25	72,299.25
05/01/2014	67,966.00	4,334.11	72,300.11
11/01/2014	68,007.00	4,293.33	72,300.33
05/01/2015	3,683,064.00	4,235.52	3,687,299.52
	3,886,658.00	17,541.21	3,904,199.21

**Escrow Cost Summary**

Purchase date	04/18/2013
Purchase cost of securities	3,886,658.00

**ESCROW SUFFICIENCY****COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

230

<b>Date</b>	<b>Escrow Requirement</b>	<b>Net Escrow Receipts</b>	<b>Excess Receipts</b>	<b>Excess Balance</b>
04/18/2013		72,301.79	72,301.79	72,301.79
05/01/2013	72,300.00		(72,300.00)	1.79
11/01/2013	72,300.00	72,299.25	(0.75)	1.04
05/01/2014	72,300.00	72,300.11	0.11	1.15
11/01/2014	72,300.00	72,300.33	0.33	1.48
05/01/2015	3,687,300.00	3,687,299.52	(0.48)	1.00
	3,976,500.00	3,976,501.00	1.00	

**PROOF OF COMPOSITE ESCROW YIELD**

281

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
Series 2013B (Taxable)**

**All restricted escrows funded by bond proceeds**

<b>Date</b>	<b>Security Receipts</b>	<b>PV Factor</b>	<b>Present Value to 04/18/2013 @ 0.2274994%</b>
11/01/2013	72,299.25	0.998781786	72,211.17
05/01/2014	72,300.11	0.997646966	72,129.99
11/01/2014	72,300.33	0.996513435	72,048.25
05/01/2015	3,687,299.52	0.995381192	3,670,268.59
	3,904,199.21		3,886,658.00

**Escrow Cost Summary**

Purchase date	04/18/2013
Purchase cost of securities	3,886,658.00
Target for yield calculation	3,886,658.00



Brunswick County Board of Commissioners  
ACTION AGENDA ITEM  
2013

282

TO: Ann Hardy  
Special Assistant to the County Manager

FROM: Steve Stone, Assistant County Manager  
Ext. # 2015

ACTION ITEM #: VIII-15  
MEETING DATE: 5/6/13  
DATE SUBMITTED: 4/26/13

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: ☐ YES ☒ NO

We request that the Board of County Commissioners consider approving the attached food service agreement with Trinity Services Group, Inc. to provide our detention and senior meals and to operate the retail cafeteria here on our campus.

BACKGROUND/PURPOSE OF REQUEST:

As we advised you at your 4/15/13 meeting, we recommend that Trinity Services Group, Inc. begin management of our food service activities on May 18<sup>th</sup>, 2013. You authorized the County Manager to issue a notice of intent to trinity, a copy of which is attached. The agreement provides for a term from that date until June 30, 2018. The agreement contains provisions whereby either party may be released from the agreement without cause with 90 day notice. Trinity will be installing a significant amount of new agreement in the cafeteria which will become the property of Brunswick County. The equipment will be amortized over the term of the agreement, and should the agreement be terminated before June 30, 2018, the County will be liable to pay the unamortized balance of the value of the equipment. The value of the equipment is not finalized at this time, but probably will be in the range of \$200,000.00. Senior and detention meal prices will be in accord with the attached schedule. The agreement allows for an annual adjustment of the prices based on the CPI. At the anticipated service volumes, the estimated annual cost of the agreement for FY 2014 is \$888,225.00. The anticipated cost for the remainder of this fiscal year is \$102,500.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED: ☐ YES ☒ NO  
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: ☐ YES ☒ NO  
PRE-AUDIT CERTIFICATION REQUIRED: ☒ YES ☐ NO  
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS ☒ YES ☐ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY: ☐ YES ☐ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION:

SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:

Management recommends the Board of Commissioners approve the Food Services Agreement with Trinity Services Group, Inc.

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**ATTACHMENTS:**

1. Notice of Intent
  2. Agreement
  3. \_\_\_\_\_
- 

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**ATTEST:****CLERK TO THE BOARD****DENIED:**☐**DEFERRED****UNTIL:**

\_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE****OTHER:**

# BRUNSWICK COUNTY ADMINISTRATION

284

BRUNSWICK COUNTY GOVERNMENT CENTER  
DAVID R. SANDIFER COUNTY ADMINISTRATION BUILDING  
30 GOVERNMENT CENTER DRIVE, N.E.  
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE  
(910) 253-2000  
(800) 442-7033

FAX  
(910) 253-2022

MAILING ADDRESS:

POST OFFICE BOX 249  
BOLIVIA, NORTH CAROLINA 28422

April 19, 2013

Mr. Larry G. Vaughn, President  
Trinity Services Group, Inc.  
477 Commerce Blvd.  
Oldsmar, Florida 34677

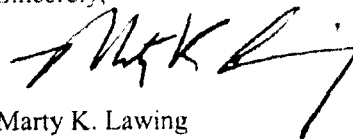
Dear Mr. Vaughn,

On Monday, April 15<sup>th</sup>, 2013, the Brunswick County Board of Commissioners authorized that I issue a letter of intent to enter into contract with your firm, Trinity Services Group, Inc. to provide food services for Brunswick County in accord with the terms of your Proposal for Food Service Management to the County dated April 11<sup>th</sup>, 2012, subject to the modified meal price structure appended to your letter to the County dated March 30, 2013. A copy of said 2013 price schedule is attached.

Our intent is that your company will assume management of our food service activities on or before May 18<sup>th</sup>, 2013 for a contract period to end on June 30, 2018. We need to work together to have a contract ready for approval by the Board of County Commissioners at their meeting on May 6<sup>th</sup>, 2013. Our goal is to have a document that both parties agree to in principal by next Friday, April 26<sup>th</sup>. Please contact me or Steve Stone, Assistant County Manager to finalize contract provisions.

Our senior and detention meal programs are key components of major County activities, and our retail cafeteria is available to both our employees and the general public. We consider the success of all three components to be imperative. The County looks forward to a constructive and mutually beneficial relationship with Trinity.

Sincerely,



Marty K. Lawing  
County Manager



**Trinity Services Group, Inc.**  
**Brunswick County Pricing Scale - 2013**

POPULATION WEEKLY AVERAGE 224 AND BELOW	Inmates TO BE NEGOTIATED	Elderly program - MOW
225 - 249	\$ 2.289	TO BE NEGOTIATED
250 - 274	\$ 2.148	\$ 2.917
275 - 299	\$ 2.034	\$ 2.795
300 - 324	\$ 1.938	\$ 2.698
325 - 349	\$ 1.858	\$ 2.615
350 - 374	\$ 1.790	\$ 2.544
375 - 399	\$ 1.732	\$ 2.481
400 - 424	TO BE NEGOTIATED	\$ 2.43

*Prices are based on average meals served weekly*



## **FOOD SERVICES AGREEMENT**

THIS AGREEMENT made this 6th day of May, 2013 by and between Brunswick County, North Carolina, with principal offices located at 30 Government Center Drive, Bolivia, North Carolina 28422 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

### **WITNESSETH:**

**WHEREAS**, Client requires certain food services at three facilities and Trinity submitted its proposal to provide the necessary food services; and

**WHEREAS**, Client desires to avail itself of Trinity's services; and

**WHEREAS**, Trinity desires to perform such services for Client;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

### **SECTION 1. CLIENT'S GRANT TO TRINITY**

Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate and senior food services and the retail cafeteria at the following described premises: Building D, 35 Courthouse Drive, NE, Bolivia, NC 28422 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

### **SECTION 2. TRINITY'S RESPONSIBILITIES**

**2.1.** Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in Exhibit A, attached hereto. Such Services shall meet or exceed the North Carolina Jail Standards regarding food service and the NC Division of Aging and Adult Services Food Standards, as well as all other requirements set forth in the RFP and all terms stated in Trinity's Response to the RFP, all of which are incorporated herein by this reference. In addition, Trinity shall maintain a sanitation score of 95 or above at this location.

**2.2.** Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

**2.3.** Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

**2.4.** Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

**2.5.** All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

**2.6.** Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

**2.7.** Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

**2.8.** In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

**2.9.** Trinity shall bill Brunswick Senior Resources, Inc. weekly for senior meals and shall bill the Detention Center weekly for inmate meals. Copies of all invoices for said meals shall be forwarded to the Brunswick County Finance office.

### **SECTION 3. CLIENT'S RESPONSIBILITIES**

**3.1.** Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include,

but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

**3.2.** Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

**3.3.** The Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

**3.4.** Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, hire, or contract with any Trinity Employee, manager, director, or officer. Employee shall collectively mean employees of the party, its parent, and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee.

**3.5.** Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

## **SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

## **SECTION 5. INDEMNIFICATION AND INSURANCE**

**5.1. Indemnification.** Neither party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party.

**5.2. Trinity Insurance.** Trinity shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed operations, and owned and non-owned business automobile coverage) in an amount not less than One Million Dollars (\$1,000,000); and workers' compensation (including employers' liability coverage) in an amount not less than that required by applicable statute. The

Client shall be named as an additional insured under the insurance policies required by this provision.

**5.3. Client Insurance.** Client shall obtain and maintain insurance for the operation of the Premises, equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

**5.4. Certificates of Insurance.** Certificates of Insurance for such coverages shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to the commencement of Services hereunder.

## **SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall begin on 5/18/2013 and end on 6/30/2018.

**6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

**6.3.** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective after the end of said thirty (30) day period.

**6.4.** Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

## **SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

## **SECTION 8. EXCUSED PERFORMANCE**

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

## **SECTION 9. ASSIGNMENT**

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

## **SECTION 10. ENTIRE AGREEMENT AND WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

## **SECTION 11. NOTICES**

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Brunswick County Government  
c/o County Manger  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

If to Trinity: Trinity Services Group, Inc.  
Attn: Legal Department  
477 Commerce Boulevard  
Oldsmar, FL 34677-3018  
Fax: 813-855-2330

With copy to: Stephen A. Hould, Esq.  
920 Third Street, Suite 3  
Neptune Beach, FL 32266  
Fax: 904-247-0295

## **SECTION 12. CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence

and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding, as required by a governmental authority, or as required by North Carolina General Statutes Chapter 132. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

### **SECTION 13. SIGNATURES**

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

### **SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of North Carolina and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be mediated by a North Carolina Dispute Resolution Commission Certified Mediator, or a court of competent jurisdiction within the State of North Carolina.

### **SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

**THE PARTIES SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**Brunswick County**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Trinity Services Group, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A FINANCIAL ARRANGEMENTS**

### **I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. Prices shall be adjusted annually, effective on the anniversary date of the Contract, without further notice by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Food Away From Home, Southern Region (1982-84=100). However, in the event of material cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity, it is agreed that Trinity Services shall have the right to adjust its prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulations including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to adjust its prices to reflect the impact of the change in circumstances.

### **II. PAYMENT TERMS**

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

### **III. BASIS OF FINANCIAL TERMS**

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.





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**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

**TO:** Ann Hardy  
Special Assistant to the County Manager

**FROM:** Steve Randone  
Ext. # 2391

**ACTION ITEM #:** VIII-16

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 24, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Request approval of fund allocations for a Microsoft (MS) Enterprise Software Agreement in the amount of \$260,000.00.

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**BACKGROUND/PURPOSE OF REQUEST:**

Brunswick County does not utilize a MS Site License for the Operating Systems (OS) or Office Products which has led to difficulties in patching/updating OS, software implementation, speed issues and compatibility issues with document sharing. There currently are approx. 300 computers on the County Local Area Network (LAN) that are running an Office product below Office 2010 (2007/2003/XP Office). Having an MS Site License will allow IT to upgrade and/or downgrade all existing and future computers to the same OS and Office product. It will also allow for new computers to be purchased at a reduced price with a savings of approx. \$300.00 to \$400.00 per computer. Also allowing a MS Site License, coupled with a computer lifecycle schedule, will allow for rapid deployment and a cohesive computer networking environment. Upon Board approval, I.T., Finance and Legal will work together to finalize the contract details.

The first year through 3<sup>rd</sup> year of this agreement will be approx. \$260,000.00 per year. The fourth year and years following will be approx. \$171,000.00 per year.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☒ YES ☐ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

There is an un-encumbered balance of \$244,667.00 in the non-departmental budget that was set aside to implement the results of the technology study. It is recommended these funds be transferred to the MIS budget to add to other funds for the first year of the agreement. MIS will utilize funds within their Contracted Services Line Item 104210-439900 to make up the difference of \$15,333.00.

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

295

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

The Countywide Microsoft Enterprise Software Agreement is recommended to be approved.

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**ATTACHMENTS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

296

**TO:** Board of Commissioners

**ACTION ITEM #:** VIII-17

**FROM:** Ann Hardy  
Ext. # 2060

**MEETING DATE:** May 6, 2013

**DATE SUBMITTED:** April 29, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Shallow Inlet Dredging Contractor Cost Sharing-For Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

**Background Information**

Shallow draft inlets have not been included in recent presidential budget appropriations. The Corps of Engineers, Wilmington District has work to keep the dredging of these inlets in local work plans. The Corps headquarters is assessing the viability of continued use of the primary dredge plant, the side-cast plant "Merritt".

**Current Situation**

Attached is a letter from the Mayors of Ocean Isle Beach and the Town of Holden Beach requesting the county participate with the State to engage a professional to develop an alternative for local shallow draft and AIWW crossing stakeholders to contract the maintenance dredging on their own. To do this, the stakeholders would need authorizations (permits) allowing local maintenance dredging within specific AIWW crossings and inlets. To study the option of local government authorization (permits) acquisition, the Department of Environment and Natural Resources Division of Water Resources, in cooperation with the Division of Coastal Management, is seeking the assistance of a qualified contractor experienced in USACE and State Coastal Area Management project permitting. The cost of hiring a contractor to perform this work is estimated to be \$30,000. The State appropriated 50% and is requesting local stakeholders provide the remainder. Brunswick County's share of this amount to ensure dredging of Shallotte and Lockwood Folly Inlets would be approximately \$6000

**Recommendation**

Staff requests direction from the Board of Commissioners for the approval of appropriating \$6,000 for the contractor.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☒ YES ☐ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

**General Fund**

Expenditures:

Lockwood Folly Dredging	104999-465139	\$6,000
Contingency	109910-499101	(\$6,000)

The budget amendment above is to transfer \$6,000 from the commissioners contingency and appropriate it as a match for the State contract above.

**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES☐ NO☐ N/A**ADVISORY BOARD RECOMMENDATION:****SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management recommends approval of the appropriation and providing \$6,000 as a match for the state contract.

**ATTACHMENTS:**

1. Letter from Ocean Isle Beach and Town of Holden Beach
2. \_\_\_\_\_
3. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**ATTEST:****CLERK TO THE BOARD****DENIED:**☐**DEFERRED****UNTIL:**

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**SIGNATURE****OTHER:**



3 West Third Street  
Ocean Isle Beach, NC 28469  
910-579-2166



110 Rothschild Street  
Holden Beach, NC 28462  
910-842-6488

April 24, 2013

Mr. Phil Norris, Chairman  
Brunswick County Board of Commissioners  
Post Office Box 249  
Bolivia, NC 28422-0249

RE: Brunswick County Shallow Draft Inlets

Dear Mr. Norris:

Many of North Carolina's shallow draft inlets have not been included in a Presidential Budget since 2005. However, since that time the Corps of Engineers, Wilmington District, has worked diligently to keep the dredging of these inlets in their local work plans. At this time, the Corps of Engineers, Headquarters, is internally assessing the viability of continued use of the side-cast dredge plant "Merritt", which is the primary dredge plant for shallow draft inlet maintenance in NC. If North Carolina's shallow draft inlet maintenance dredging continues receiving limited or no support within the Presidential budgets and the USACE Headquarters fails to garner future fiscal support, potentially the "Merritt" could be classified as non-viable. To prevent this from happening, the State of North Carolina is in the process of developing a Memorandum of Agreement with the Corps of Engineers that would allow the State of North Carolina to contribute funding to the Corps in return for 300 days per year of dredging work by the "Merritt".

To that end, the Corps in conjunction with the State of North Carolina is now working toward an alternative for local shallow draft and AIWW crossing stakeholders to contract the maintenance dredging on their own. To do this, we would need authorizations (permits) allowing local maintenance dredging within our specific AIWW crossings and inlets. To study the option of local government authorization (permits) acquisition, the Department of Environment and Natural Resources Division of Water Resources, in cooperation with the

Mr. Phil Norris, Chairman

April 24, 2013

Page 2.

Division of Coastal Management, is seeking the assistance of a qualified contractor experienced in USACE and State Coastal Area Management project permitting.

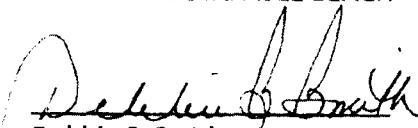
The cost of hiring such a contractor to perform this work has been estimated by the State to be \$30,000. The State has agreed and appropriated fifty percent of this estimated amount and is requesting that local stakeholders provide the remaining amount. Brunswick County's share of this amount to ensure dredging of Shallotte and Lockwood Folly Inlets would be approximately \$6000.

The Towns of Ocean Isle Beach and Holden Beach hereby formally request Brunswick County provide funding for this important endeavor. Dredging of these areas will provide safe navigation in and out of these inlets for both recreational and commercial fisherman. It will also increase tourism which will be beneficial to both the County and our respective Towns.

Time is of the essence in this matter in order to be included in this project. Other areas include Bogue, New River, New Topsail and Carolina Beach who have all agreed to support this study. We look forward to hearing your response to this funding request as soon as possible. If you have any questions or need additional information, please do not hesitate to contact our offices.

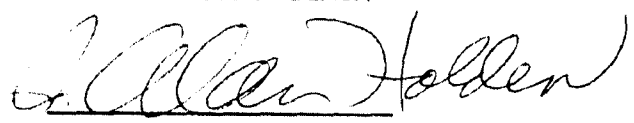
Sincerely,

TOWN OF OCEAN ISLE BEACH



Debbie S. Smith, Mayor  
910-443-4801 (Cell)

TOWN OF HOLDEN BEACH



Alan Holden, Mayor  
910-279-5938 (Cell)

DSS:di

Cc: Brunswick County Board of Commissioners  
Ocean Isle Beach Board of Commissioners  
Holden Beach Board of Commissioners



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

301

**TO:** Board of Commissioners

**FROM:** Ann Hardy, Director of Fiscal Operations  
Ext. # 2060

**ACTION ITEM #:** VIII-18

**MEETING DATE:** 5/6/13

**DATE SUBMITTED:** 4/26/13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Recruitment Process For County Manager-For Discussion

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**BACKGROUND/PURPOSE OF REQUEST:**

**Background Information**

Mr. Marty Lawing will resign as Brunswick County Manager effective May 5, 2013. The county is indebted to Mr. Lawing for the professionalism he brought to Brunswick County during his tenure and wishes him the best as the Manager of Guilford County, North Carolina.

**Current Situation**

The leadership and responsibilities of the County Manager are extensive. At the direction of the Mr. Lawing, Ms. Barnes, Human Resources Director obtained proposals from three search firms to assist the board in the recruitment and selection of the new county manager. The lengthy proposals were provided to board by email. The credentials and qualifications of all three firms are numerous. The highlights of the proposals are:

**Colin Baenzigner & Associates**-Needs Assessment May 10<sup>th</sup> thru May 20<sup>th</sup>, Recruiting May 28<sup>th</sup> thru June 14<sup>th</sup>, Screening, Reference Checks and Credential Verification June 15<sup>th</sup> thru July 22<sup>nd</sup>, Interview Process Coordination and Selection-August 1, interviews August 2<sup>nd</sup> and selection of manager on August 5<sup>th</sup>. Fixed Fee of \$17,500 which includes all expenses and costs with optional cost of \$1,500 for interview process coordination and manager selection and another optional cost of \$1,500 for negotiation, continuing assistance and warranty

**Springsted Incorporated**-Position Analysis first half of month 1, Recruitment and Preliminary Screening second half of month 1 thru the mid of month 2, Identification of Semi-Finalists mid-month 2 thru mid- month 3, Selection of Finalists/Candidate Presentation middle of month 3 thru first of month 4, Interview Coordination/Employment Negotiation month 4, goal of completion by late July or early August. Total Fee of \$24,100 which includes professional fee of \$15,400 and county would be charged actual cost of out-of pocket expenses such as travel, advertising, background checks not anticipated to exceed \$4,700. Optional services are available for additional fees.

**Mercer Group, Inc.**-7 step approval of position analysis, recruitment process, resume' review, candidate screening, background investigation, interview process, negotiation and follow up. Their schedule normally takes 90 to 120 days from the date of approval of the position profile. Their fee is \$15,000 plus not to exceed expenses of \$8,000. The expenses include travel, advertising and background checks.

Ms. Barnes and other staff members are also available to assist the board in the recruitment and selection of the manager. It is estimated that advertising and background checks would cost the county a similar amount to those outlined by the consultants (\$5,000 to \$8,000).

**Recommendation**



Staff requests the Board of Commissioner to consider the process of recruiting and selecting a new county manager and provide direction to staff.

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**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PRE-AUDIT CERTIFICATION REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY: ☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**SPECIAL ASSISTANT TO THE COUNTY MANAGER RECOMMENDATION:**

Management requests direction from the Board of Commissioners.

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**ATTACHMENTS:**

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 
-

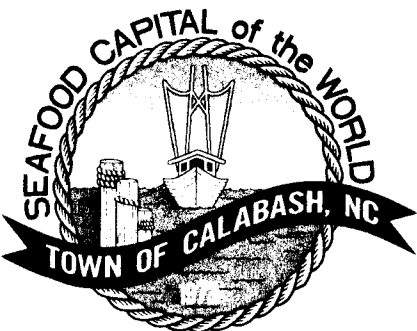
**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

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**ATTEST:****CLERK TO THE BOARD**

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**SIGNATURE****OTHER:**



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## TOWN OF CALABASH, NORTH CAROLINA

Post Office Box 4967 • 882 Persimmon Road • Calabash, NC 28467

Administration: (910) 579-6747 • Building Inspector: (910) 579-0500 • Fax: (910) 579-5494

Web Address: [www.townofcalabash.net](http://www.townofcalabash.net) • Email: [towncalabash@atmc.net](mailto:towncalabash@atmc.net)

April 17, 2013

Ms. Debby Gore  
Clerk to the Board  
P.O Box 249  
Bolivia, NC 28422

RE: Calabash-request to appoint ETJ Board of Adjustment Member

Dear Ms. Gore,

Could you please place on the next available Agenda of the County Board of Commissioners, action to consider re-appointing Mr. Kenneth Drennan to the Calabash Board of Adjustment? The appointment would be to fill the Regular ETJ member seat; the 3-year term expires April 9, 2016. Mr. Drennan has been serving on the Calabash Board of Adjustment since August 2011 and we are very pleased with him as a member. The Calabash Board of Commissioners has voted unanimously to recommend he be reappointed.

Thank you for your assistance in this matter, please contact me if you have any questions.

Sincerely,

Kelley Southward  
Town Clerk

cc: reading file

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**ZONING BOARD OF ADJUSTMENT**

<b><u>BOARD MEMBER</u></b>	<b><u>APPT. DATE</u></b>	<b><u>TERM</u></b>	<b><u>DISTRICT</u></b>	<b><u>EXP. DATE</u></b>
Robert J. Williamson	07/10	3	1	08/01/2013
Virginia Ward (unexpired)	07/10	3	2	08/01/2013
Lundia Washington (unexpired)	09/11	3	3	08/01/2013
Jervie Babson	07/11	3	4	08/01/2014
Derrick L. Blanks	07/11	3	5	08/01/2014
Carolyn Price	10/11	3	Alternate	11/01/2014
Ron Medlin	10/11	3	Alternate	11/01/2014